

**JOINT SPECIAL MEETING/WORK SESSION
FLAGSTAFF CITY COUNCIL/COUNTY BOARD OF SUPERVISORS**

AGENDA

**4:00 P.M. - MONDAY
JUNE 4, 2018**

**FLAGSTAFF COUNCIL CHAMBERS
211 WEST ASPEN AVENUE**

SPECIAL MEETING

1. Call to Order

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council, members of the Coconino County Board of Supervisors, and to the general public that, at this special meeting, the City Council/Board of Supervisors may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's/County's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance

3. Roll Call:

NOTE: One or more Councilmembers/Supervisors may be in attendance telephonically or by other technological means.

COCONINO COUNTY BOARD OF SUPERVISORS:

CHAIRMAN RYAN
VICE CHAIRMAN BABBOTT
SUPERVISOR ARCHULETA

SUPERVISOR FOWLER
SUPERVISOR PARKS

FLAGSTAFF CITY COUNCIL:

MAYOR EVANS
VICE MAYOR WHELAN
COUNCILMEMBER BAROTZ
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

4. Public Participation:

Public Participation enables the public to address the Council/Board about an items that are not on the agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the joint special meeting/work session. You may speak at one or the other, but not both. Anyone wishing to comment on an item that is on the agenda is asked to fill out a speaker card

and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council/Board up to three times throughout the meeting/work sessions, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak.

5. **Consideration and Possible Adoption of Resolution No. 2018-28:** A resolution of the Flagstaff City Council approving an amended and resstated Intergovernmental Agreement between Coconino County and the City of Flagstaff regarding the Flagstaff Metropolitan Planning Organization.

RECOMMENDED ACTION:

BY FLAGSTAFF CITY COUNCIL:

- 1) Read Resolution No. 2018-28 by title only
- 2) City Clerk reads Resolution No. 2018-28 by title only (if approved above)
- 3) Adopt Resolution No. 2018-28

BY COCONINO COUNTY BOARD OF SUPERVISORS:

Approve the Intergovernmental Agreement with the City of Flagstaff regarding the Flagstaff Metropolitan Planning Organization (FMPO); including forming the FMPO as a separate entity pursuant to A.R.S §11-952.

6. **Adjournment of Joint Special Meeting**

JOINT WORK SESSION

1. **Call to Order**
2. **Update by consultants of Joint Land Use Study (JLUS).**
3. **Update on Lighting Projects**
 - Street Lighting to Enhance Dark Skies (SLEDs)
 - Naval Observatory Mission Compatibility Light Pollution Study and associated Code Amendments
4. **Update on the Coconino County Forest Restoration Efforts and the Flagstaff Watershed Protection Project.**
5. **Recognition of Community Member**
6. **Public Participation**
7. **Informational Items To/From Chairman, Supervisors and County Manager/Mayor, Council and City Manager.**

8. Adjournment

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2018.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 05/31/2018
Meeting Date: 06/04/2018



TITLE:

Update by consultants of Joint Land Use Study (JLUS).

DESIRED OUTCOME:

No action required

EXECUTIVE SUMMARY:

This item is to provide an opportunity to receive an update from the consultants, Makers Architecture and Urban Design, of the Joint Land Use Study (JLUS).

INFORMATION:

For information purposes only.

Attachments: PowerPoint

COCONINO JOINT LAND USE STUDY



JOINT COUNCIL MEETING
06.04.2018



TODAY'S AGENDA

Opening Remarks & Introductions

Your JLUS & Community Survey Results

Installation Overview & Regional Context

JLUS Issues & Draft Strategies

Questions

YOUR JLUS



- » Cooperative effort between military and surrounding jurisdictions
- » Initiated upon military nomination and supported by data describing military missions and operations
- » Its process promotes open, continuous dialogue
- » Its product serves as comprehensive strategic plan to promote compatible development



130 Completed JLUS (as of September 2016)

MORE ABOUT A JLUS

A JLUS **does not**...

- » Directly change any land-use decisions or requirements
- » Authorize or evaluate any new military or community activities
- » Evaluate individual projects or actions

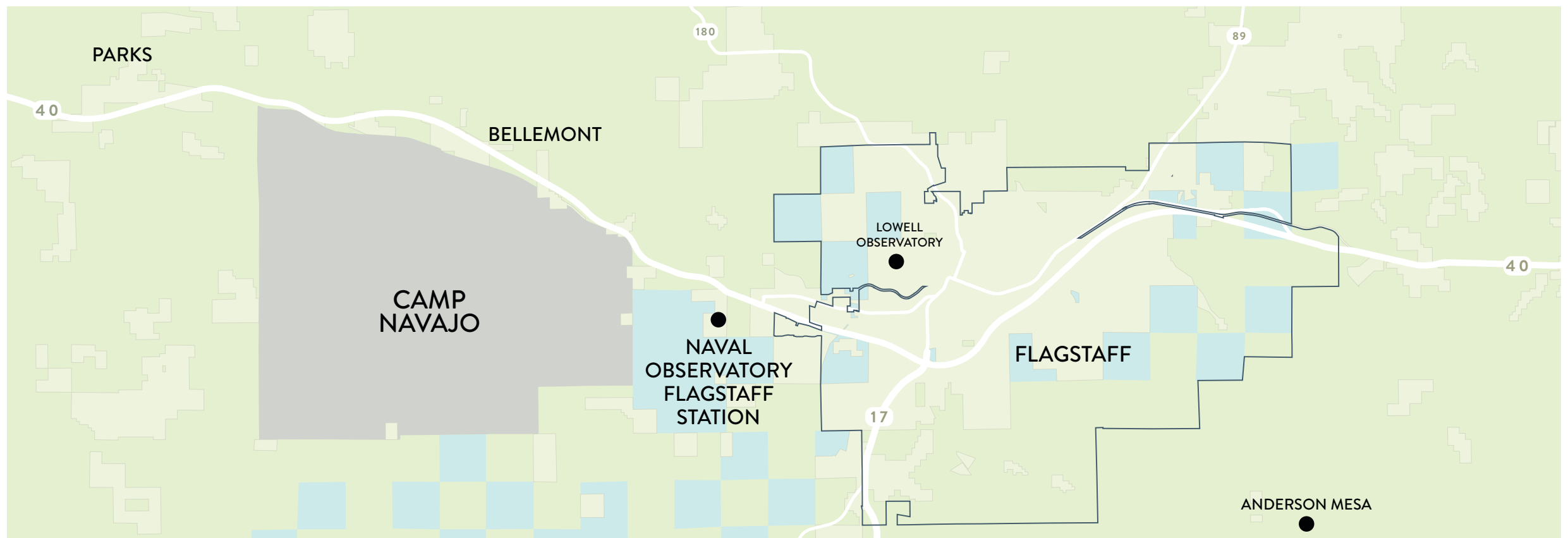
A JLUS **does**...

- » Seek to maintain compatible development
- » Result from a collaborative process
- » Create a body of work that supports informed decision making and directs ongoing efforts



YOUR JLUS: STUDY AREA

- » Installations: Camp Navajo & Naval Observatory Flagstaff Station (NOFS)
- » City of Flagstaff
- » Communities of Bellemont & Parks
- » Coconino & Kaibab National Forests
- » Navajo, Hopi, and San Juan Southern Paiute Tribes Sacred Lands



YOUR JLUS: OVERSIGHT

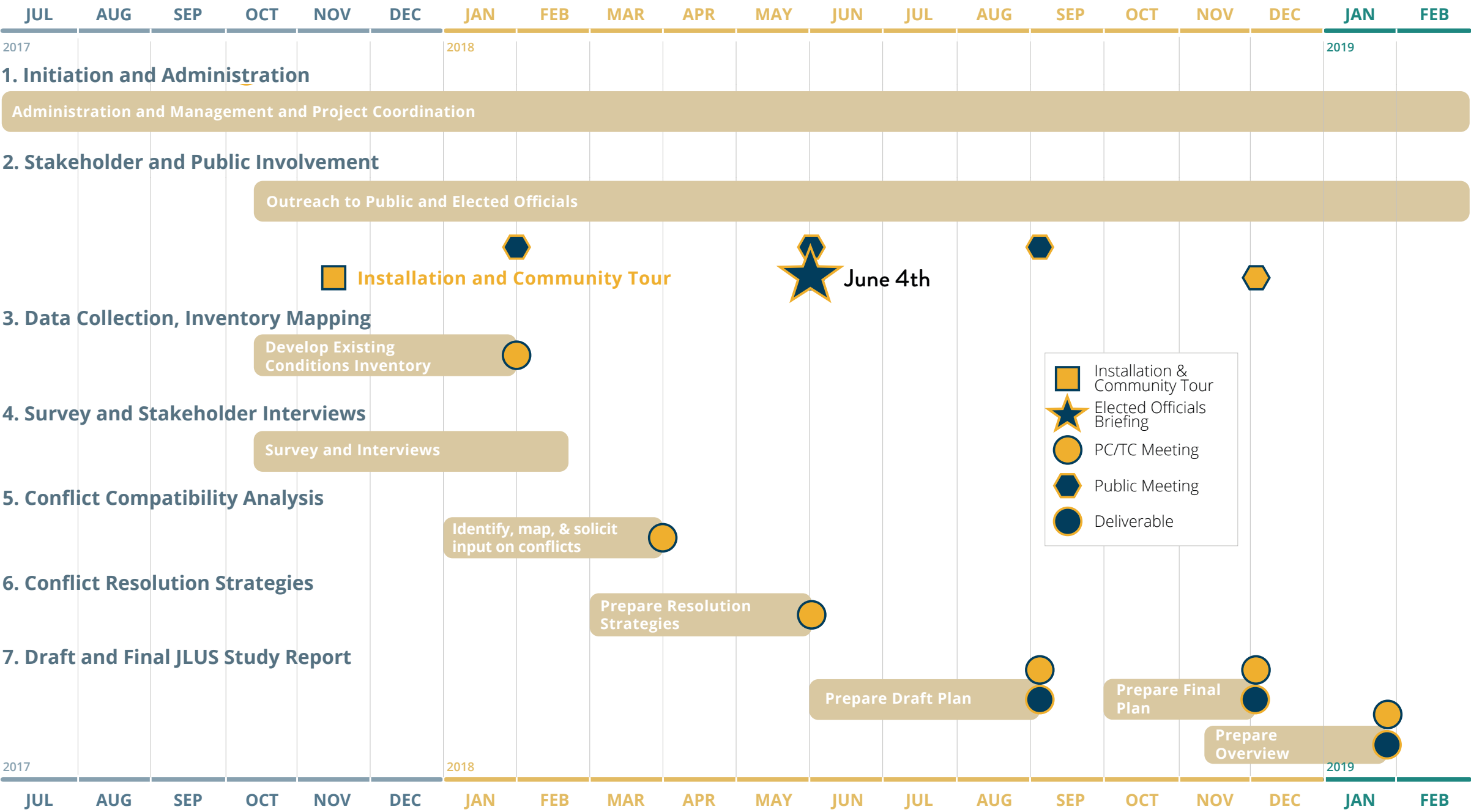
Policy Committee (PC)

- Jim Allen, Northern Arizona University (NAU) School of Forestry
- Lisa Atkins, Arizona (AZ) State Land Department
- Art Babbott, Coconino County Board of Supervisors
- Celia Barotz, City of Flagstaff
- Russell Begaye, Navajo Nation
- Walter Crutchfield, Vintage Partners
- Coral Evans, City of Flagstaff
- Colonel Ray Garcia, Arizona National Guard-Camp Navajo
- Hannah Griscom, AZ Game and Fish Department
- Jeff Hall, Lowell Observatory
- Herman G. Honanie, Hopi Tribe
- Melanie Lashlee, Parks Area
- Dani Lawrence, Northern AZ Association of Realtors
- Virgil Macklin, Flagstaff Meadows Homeowners Association (HOA), Retired Camp Navajo
- Audra Merrick, AZ Department of Transportation (ADOT)
- Mike Nesbitt, Jonesco Trucking
- Heather Provencio, U.S. Forest Service (USFS) Kaibab National Forest
- Phil Reap, WL Gore and Associates, Inc.
- Matt Ryan, Coconino County
- Rebecca Seeger, AZ Governor's Military Affairs Commission
- John Stigmon, Economic Collaborative of Northern AZ (ECoNA)
- Laura Jo West, USFS Coconino National Forest

Technical Committee (TC)

- Mitchell Arbin, Navajo Nation
- Jay Christelman, Coconino County Community Development
- Dorenda Coleman, Arizona National Guard
- Mary Beth Dreusike, U.S. Naval Observatory
- Sue Farley, USFS Kaibab National Forest
- Dan Folke, Community Development, City of Flagstaff
- Danelle Harrison, Williams Ranger District
- Lee Luedeker, AZ Game and Fish Department
- Chris Luginbuhl, Dark Skies Coalition
- Jess McNeely, Coconino County Community Development
- Dr. Paul Shankland, U.S. Naval Observatory Flagstaff Station
- Hannah Telle, Arizona National Guard-Camp Navajo
- Mike Townsend, Coconino County, County Manager's Office

WORK PLAN



MAJOR ACTIVITIES

- » Installation Tours
- » 40 Stakeholder Interviews
- » Community Meeting #1 in Bellemont
- » Four PC/TC Meetings
- » Community Survey (123 Responses)

KEY STAKEHOLDER INTERVIEWS

INSTALLATIONS

Camp Navajo
Naval Observatory Flagstaff Station

CITIES & COUNTIES

Coconino County
City of Flagstaff
Town of Parks

INSTITUTIONS

Northern Arizona University
Ecological Restoration Institute
Lowell Observatory

BUSINESSES

ECoNA
Jonesco Trucking
TSS Consulting
Vintage Partners
WL Gore

STATE AGENCIES

Arizona Department of Transportation
Arizona Game and Fish
Arizona Department of Environmental Quality
Arizona Commerce Authority
Arizona State Land Department
Military Affairs Commission

TRIBES

Hopi
Navajo

NATURAL RESOURCES

Kaibab National Forest
The Nature Conservancy
Trust for Public Land

GROUPS

Dark Skies Coalition



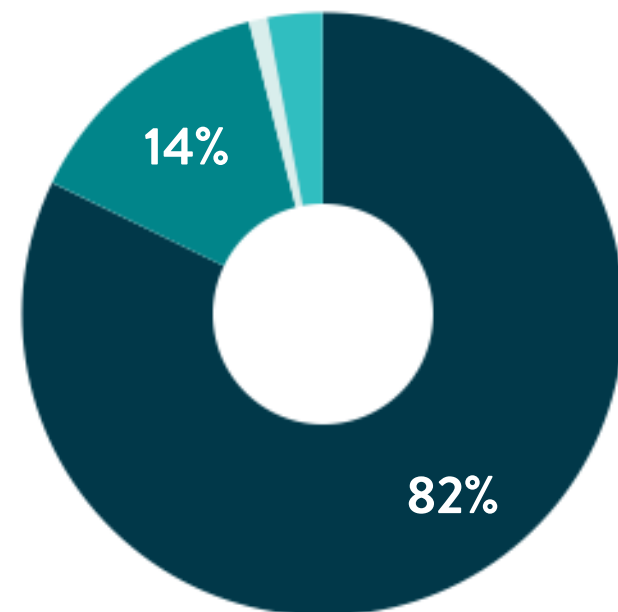
COMMUNITY SURVEY RESULTS



SURVEY KEY POINTS

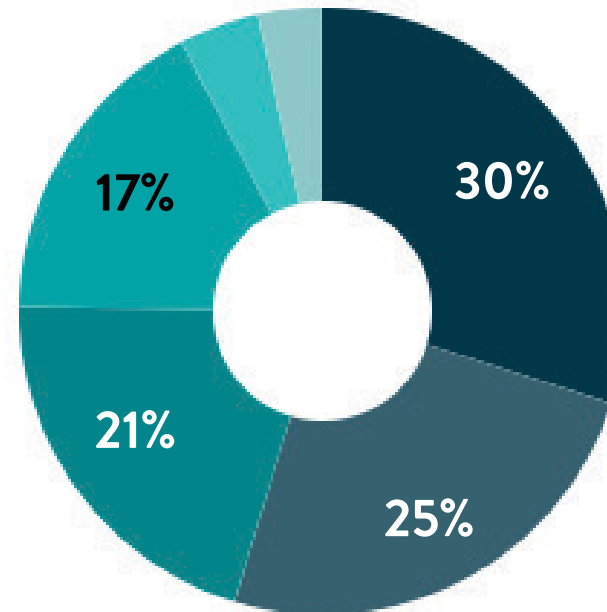
Respondent Demographic

Where do you live?



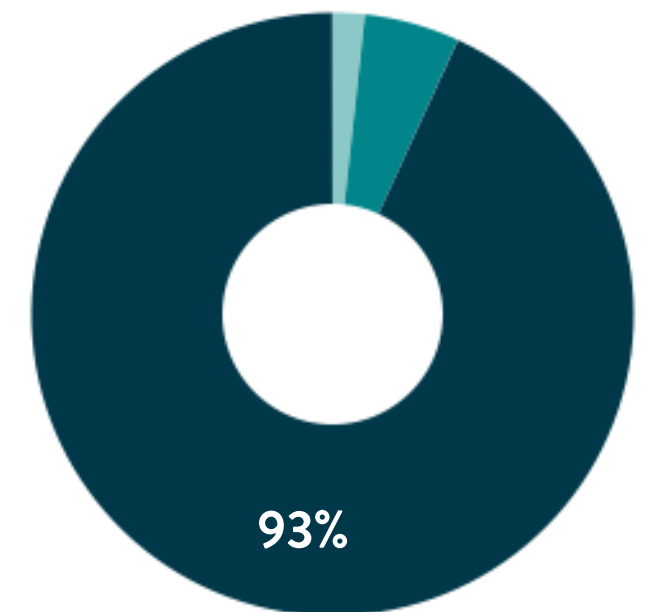
Flagstaff
Belmont
Parks
Williams

How long have you lived in the area?



> 20 yrs
11-20 yrs
1-5 yrs
6-10 yrs
<1 yr
N/A

Currently employed by Camp Navajo or NOFS?

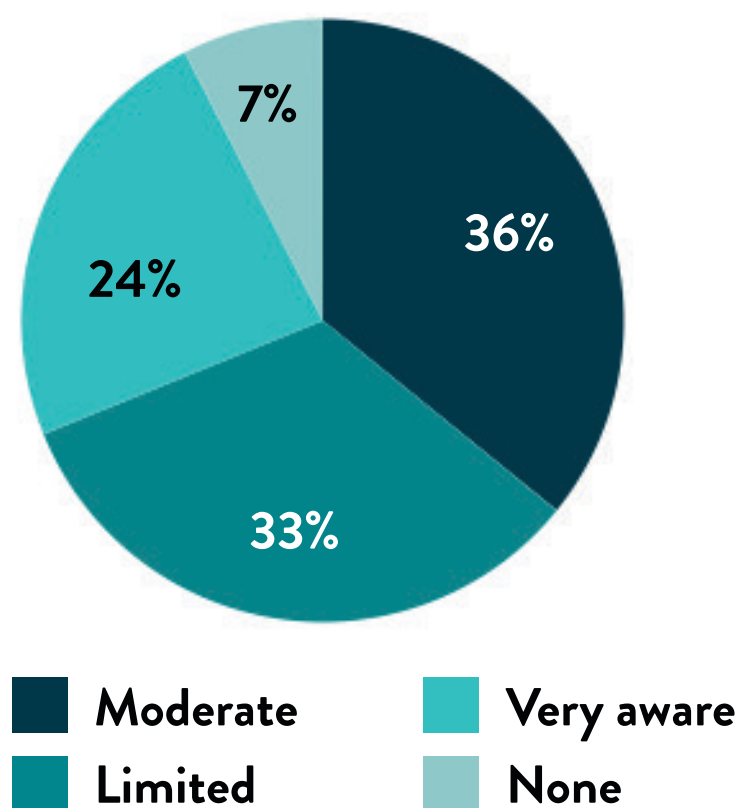


No
Camp Navajo
NOFS

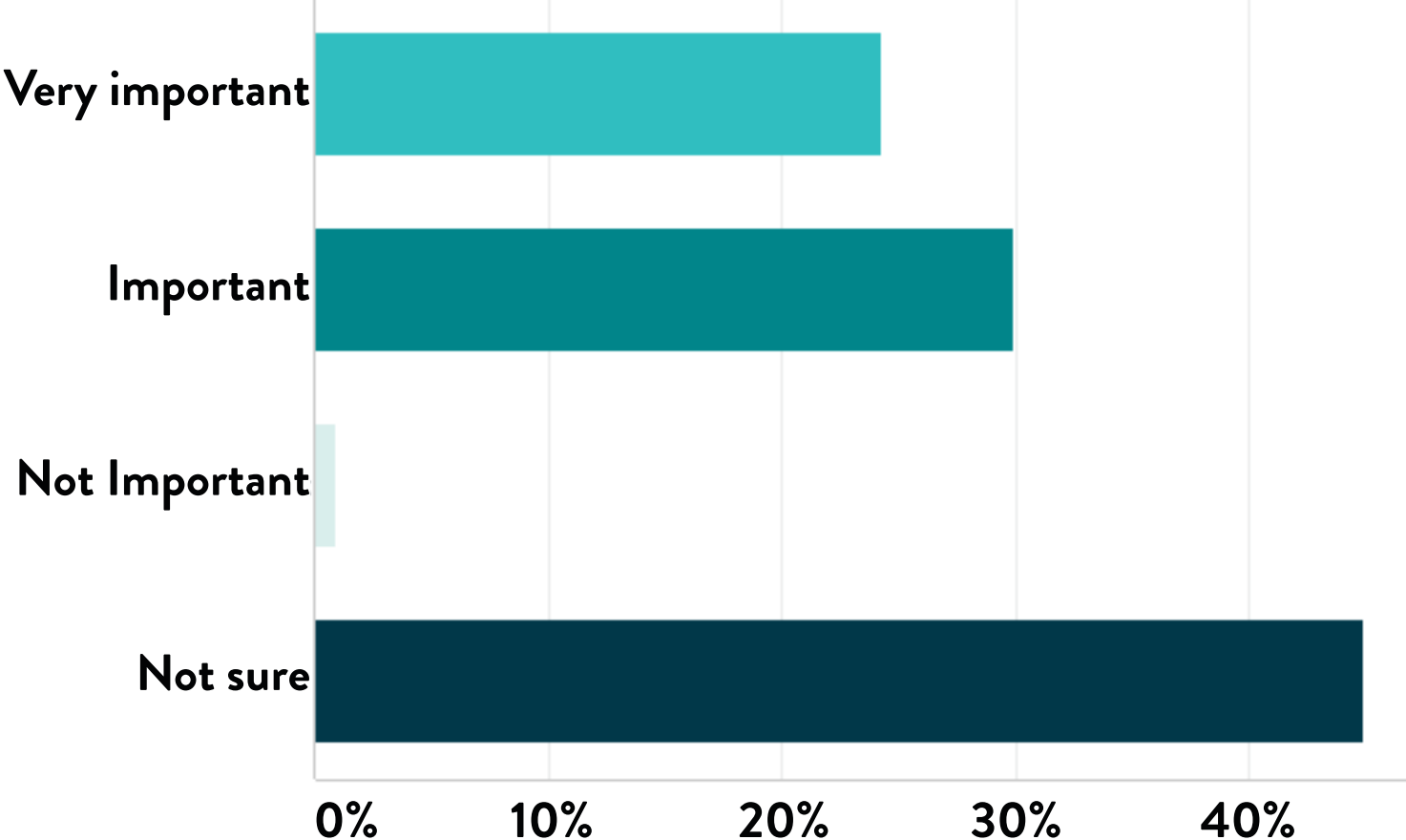
SURVEY KEY POINTS

Camp Navajo Awareness & Importance

Awareness of Camp Navajo



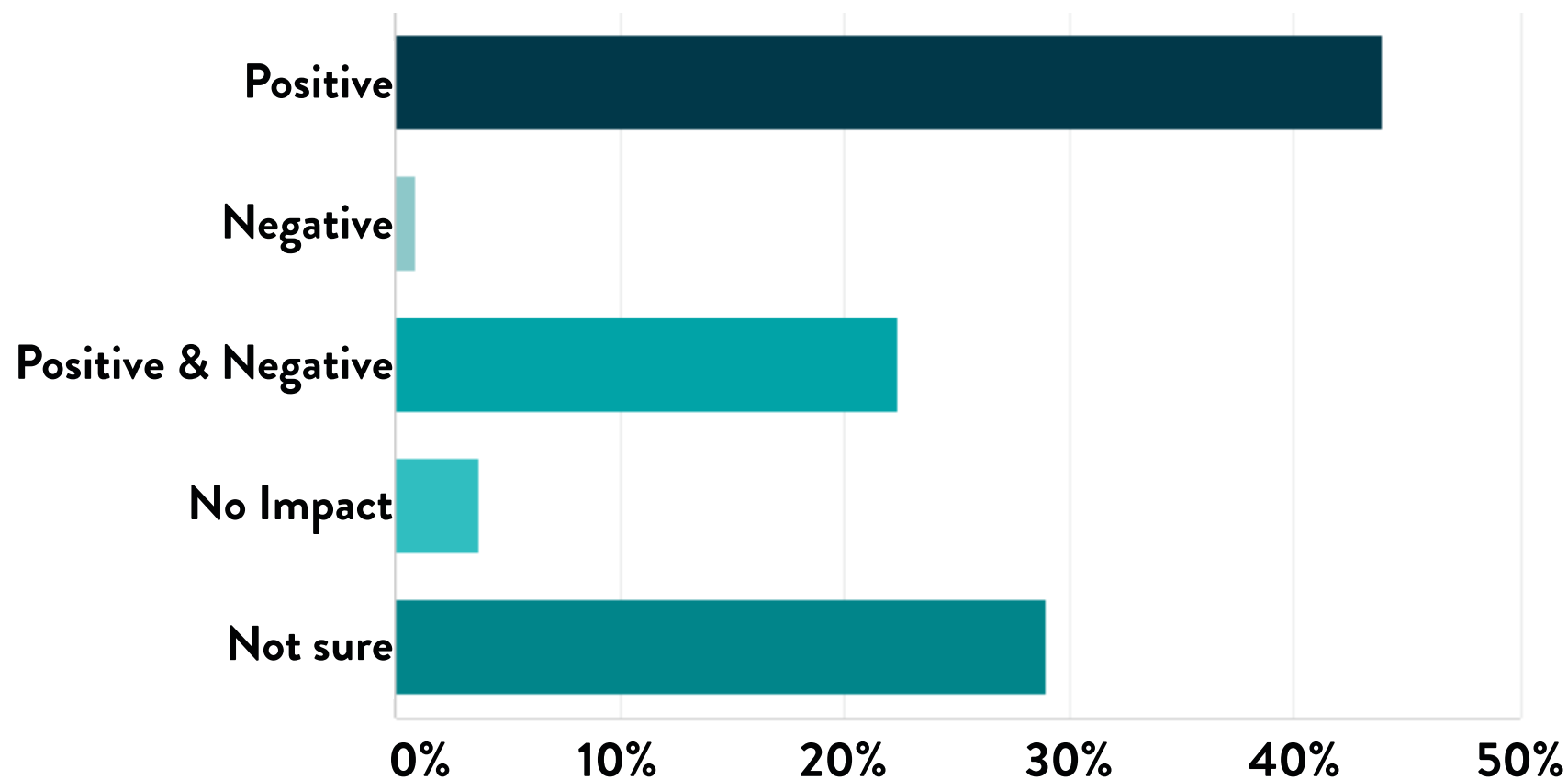
Perception of importance of Camp Navajo’s mission and purpose



SURVEY KEY POINTS

Camp Navajo Perceived Economic Impact

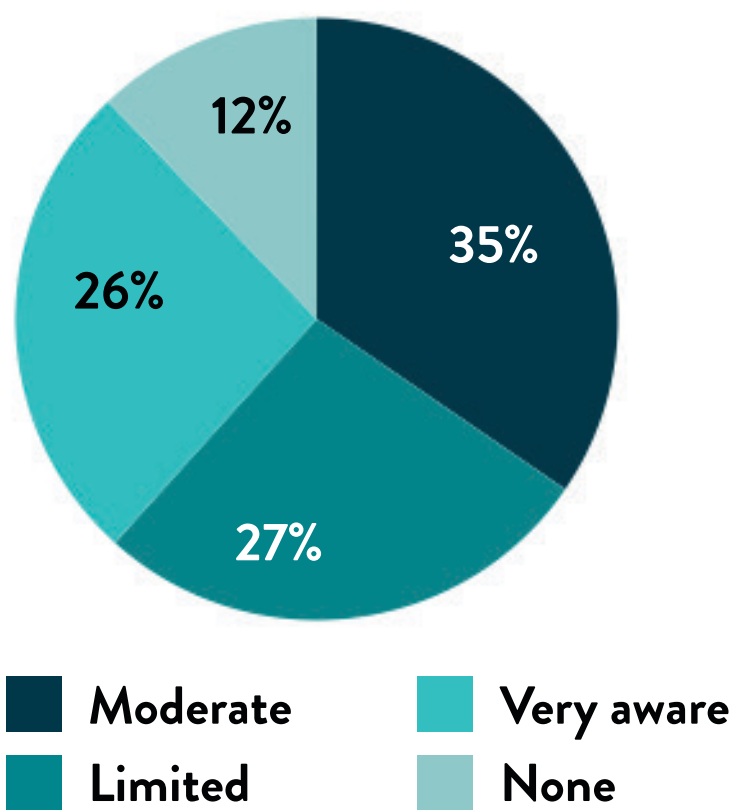
- » 44% believe Camp Navajo has a positive impact on the local economy
- » 29% are unsure of Camp Navajo's impact on the local economy



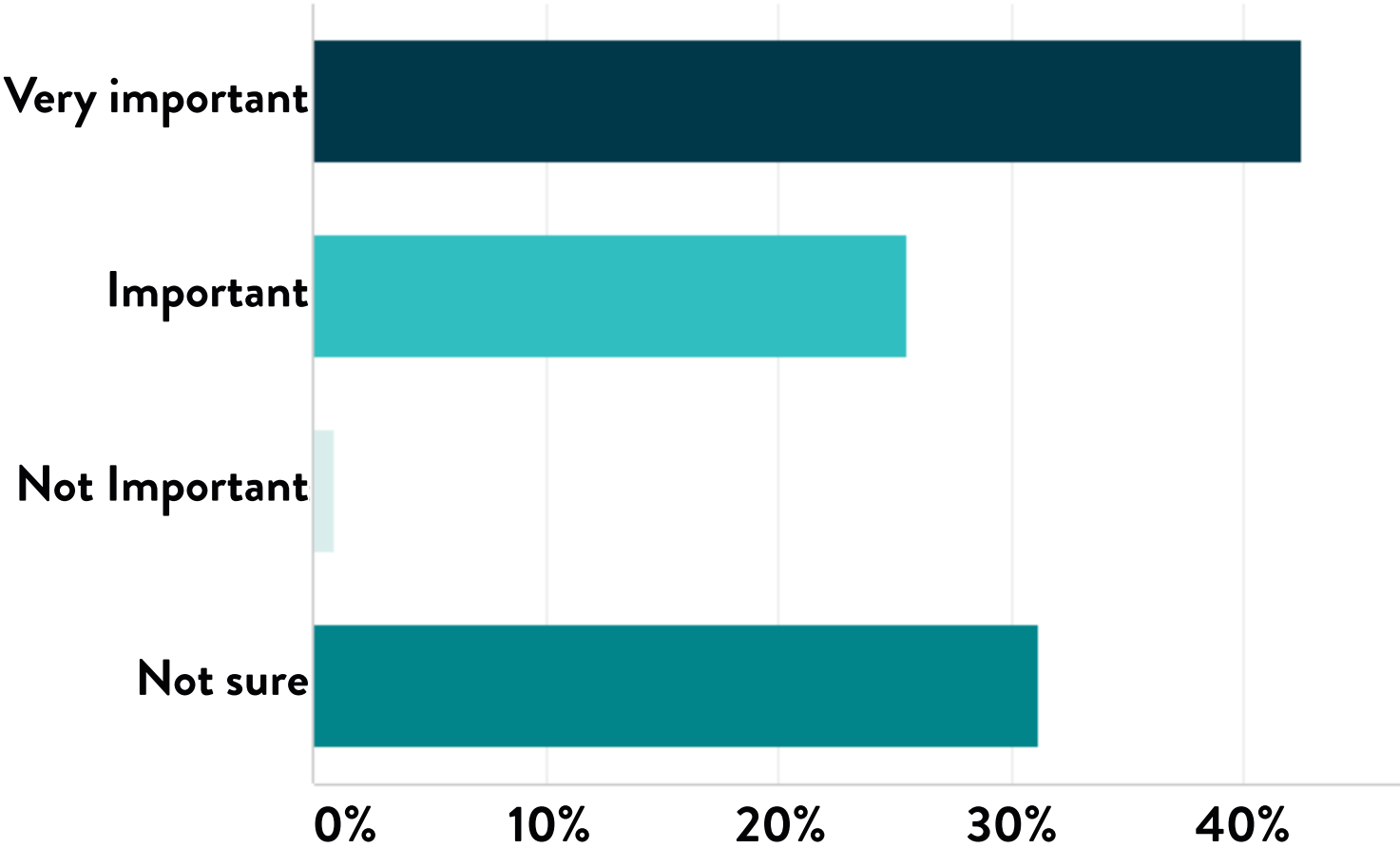
SURVEY KEY POINTS

NOFS Awareness & Importance

Awareness of NOFS



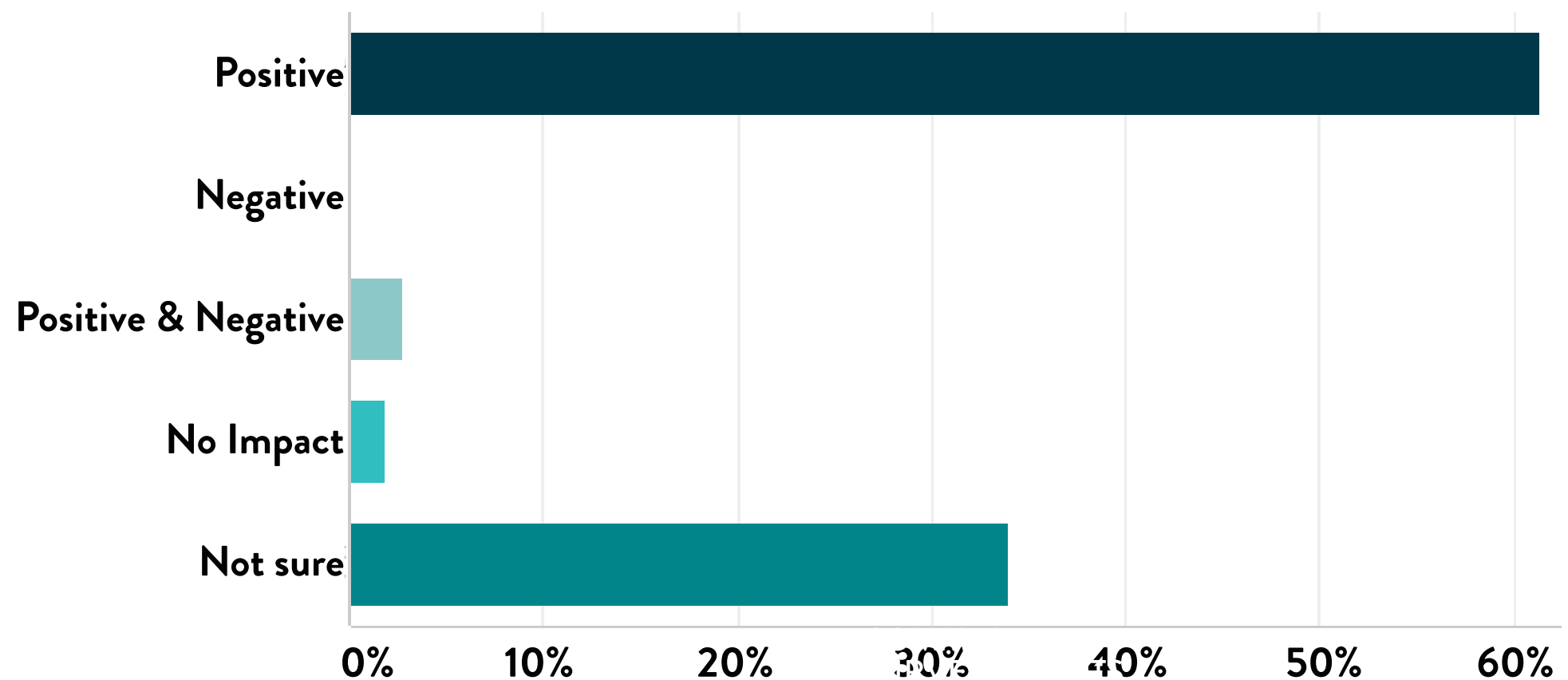
Perception of importance of NOFS mission and purpose



SURVEY KEY POINTS

NOFS Perceived Economic Impact

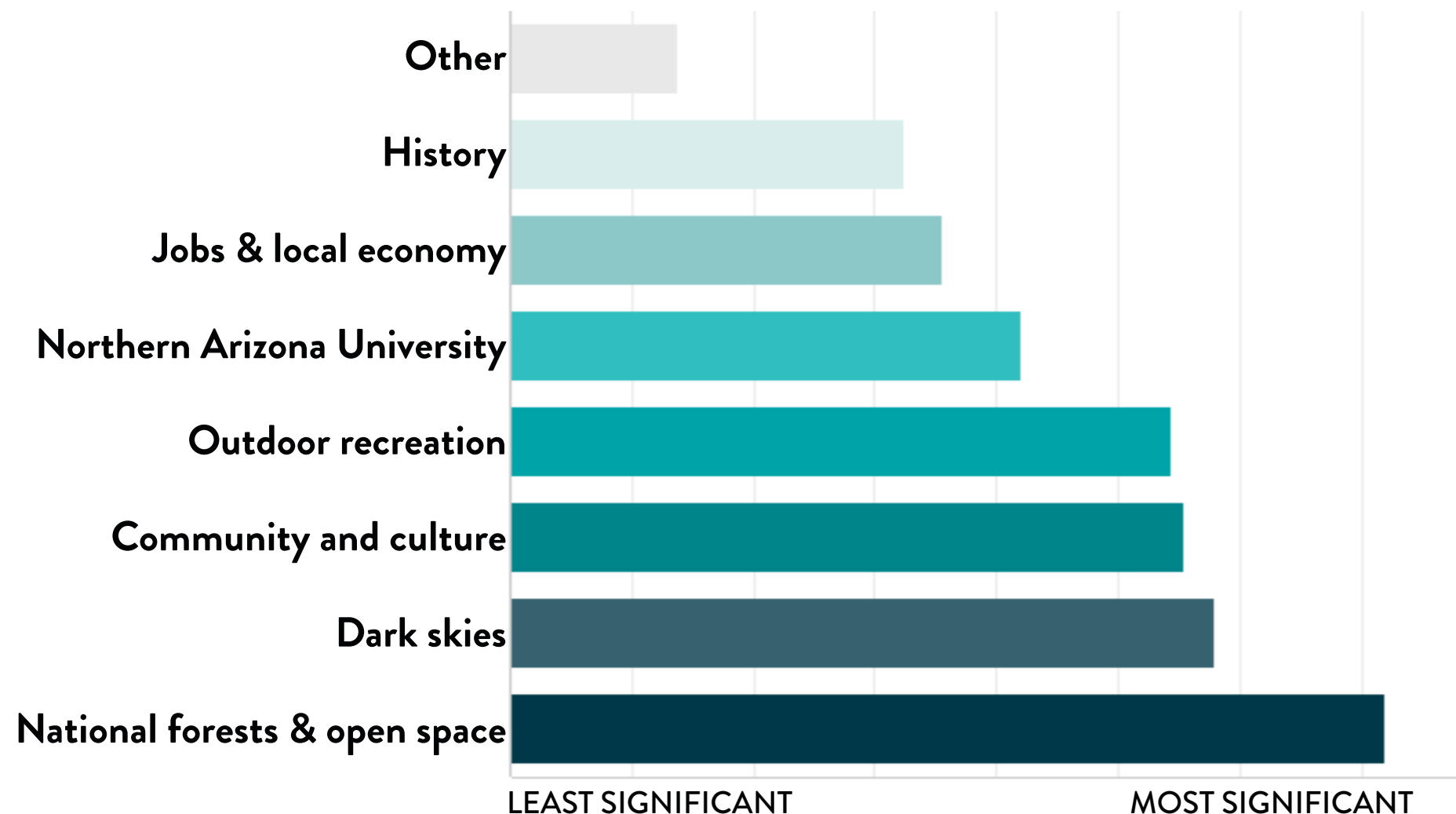
- » 61% believe NOFS has a positive impact on the local economy
- » 34% are unsure of NOFS impact on the local economy



SURVEY KEY POINTS

Region's Most Significant Asset

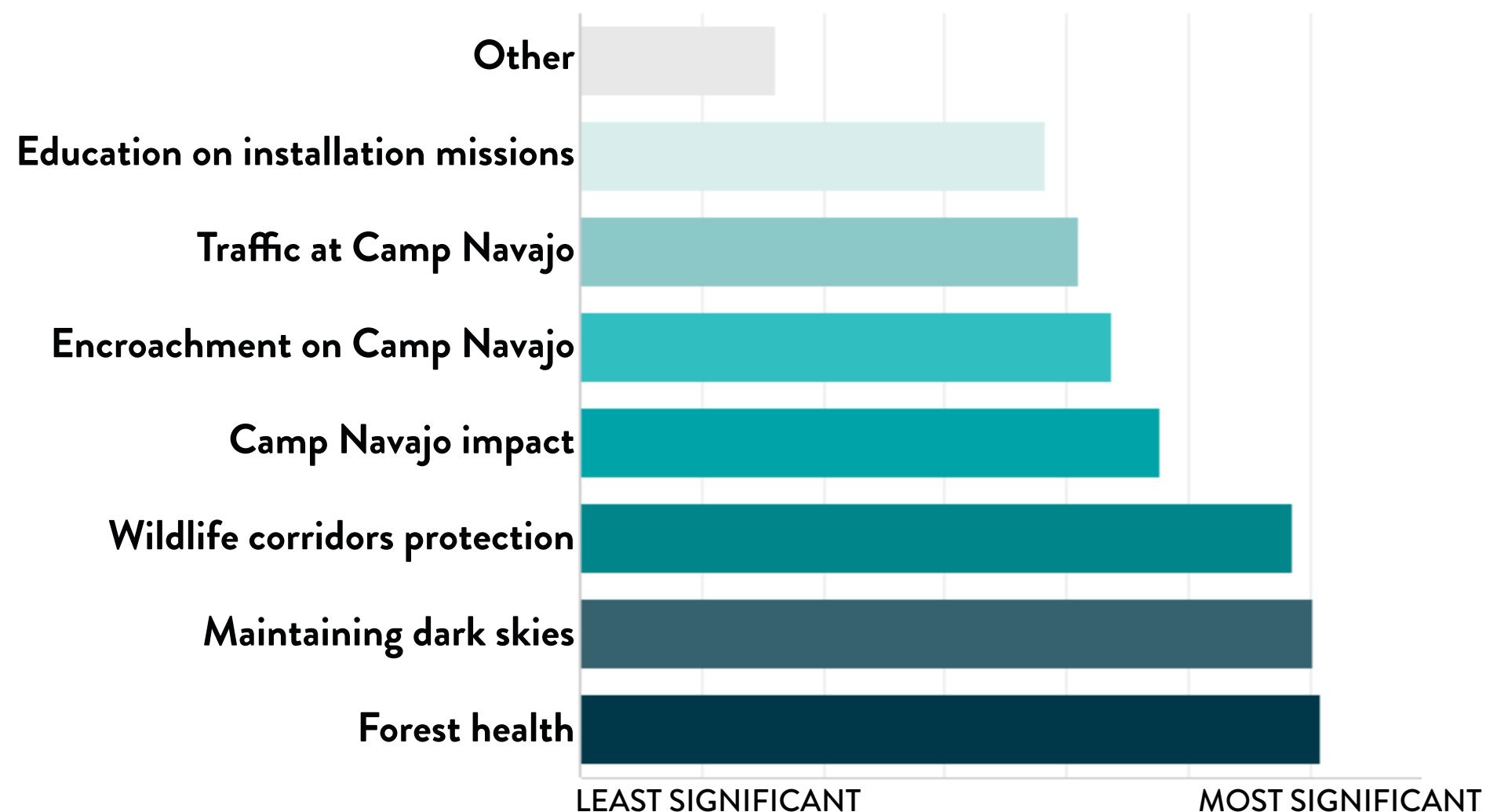
- » National forests and open space polled as the region's most significant assets, with dark skies, community and culture, and outdoor recreation following close behind.



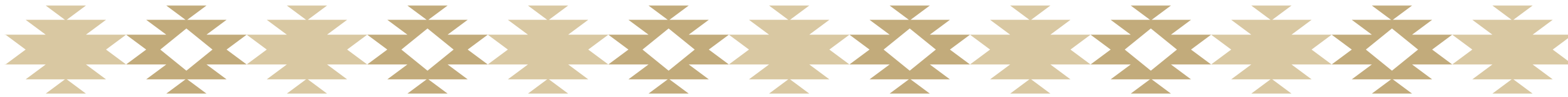
SURVEY KEY POINTS

Important Topics to Address in JLUS

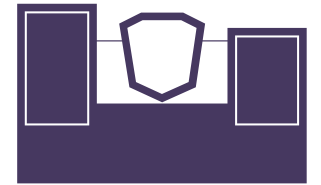
- » Environmental health topics such as forest health and wildlife corridors, in addition to dark skies, ranked as the top three rated topics respondents felt most important to address.



INSTALLATION REVIEW



CAMP NAVAJO

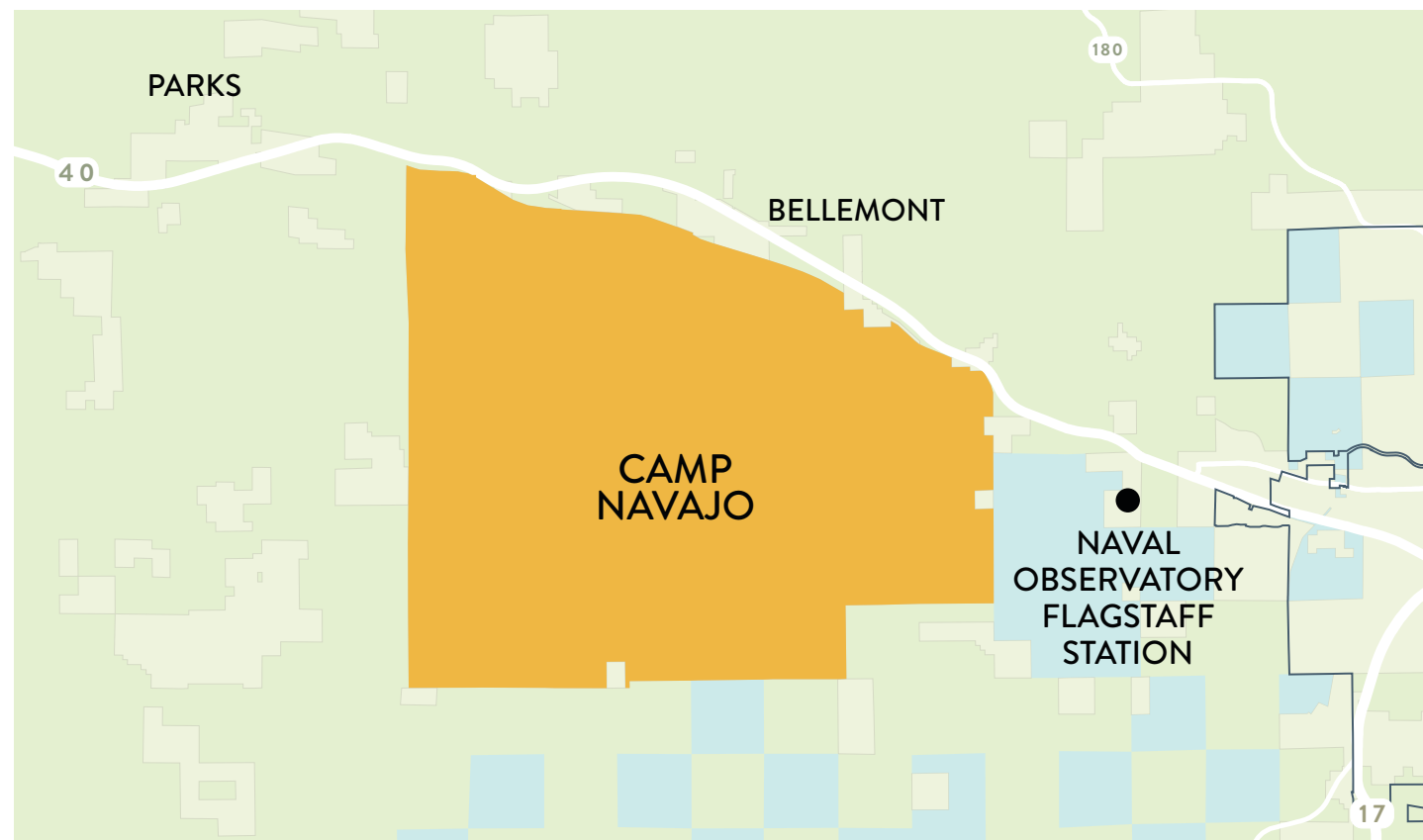


History

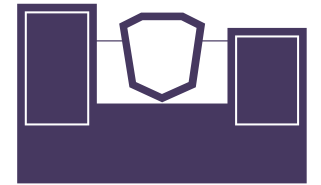
- 28,431 acre base established in 1942

Current Operations

- Crucial high-altitude Federal and International joint use military training
- US and International munitions storage



CAMP NAVAJO: KEY FACTS

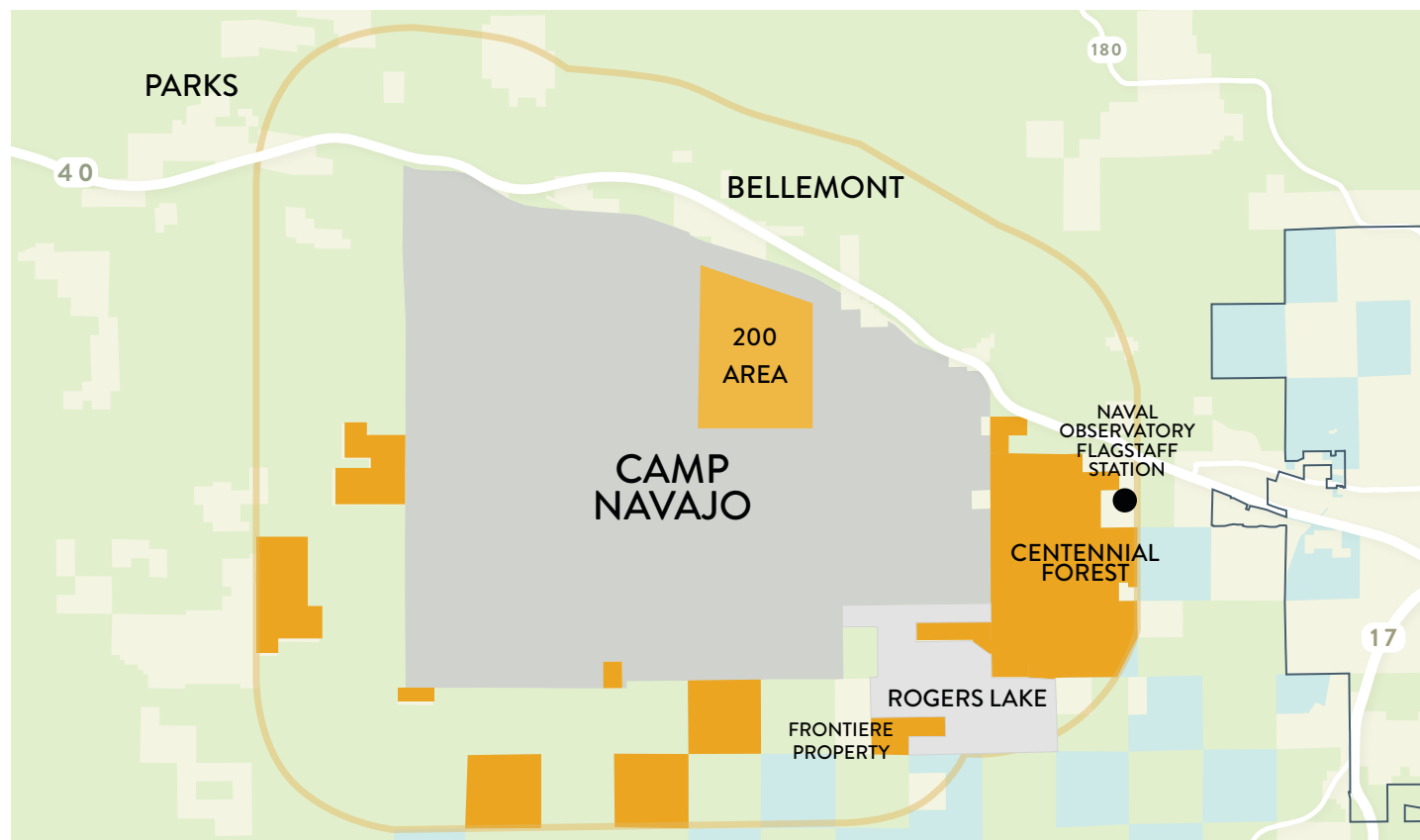


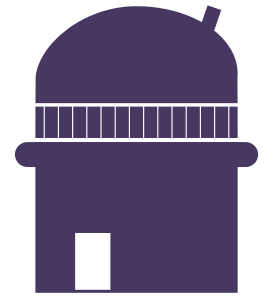
Army Compatible Use Buffer (ACUB) Program

- 9,714 acres identified and prioritized
- Intended to restrict encroachment
- High priority areas include Centennial Forest and the Frontiere Property

200 Area Development

- Actively seeking to revitalize on-base commercial and industrial development in “200 Area”
- Potential site for oriented strand board (OSB) or biomass plant



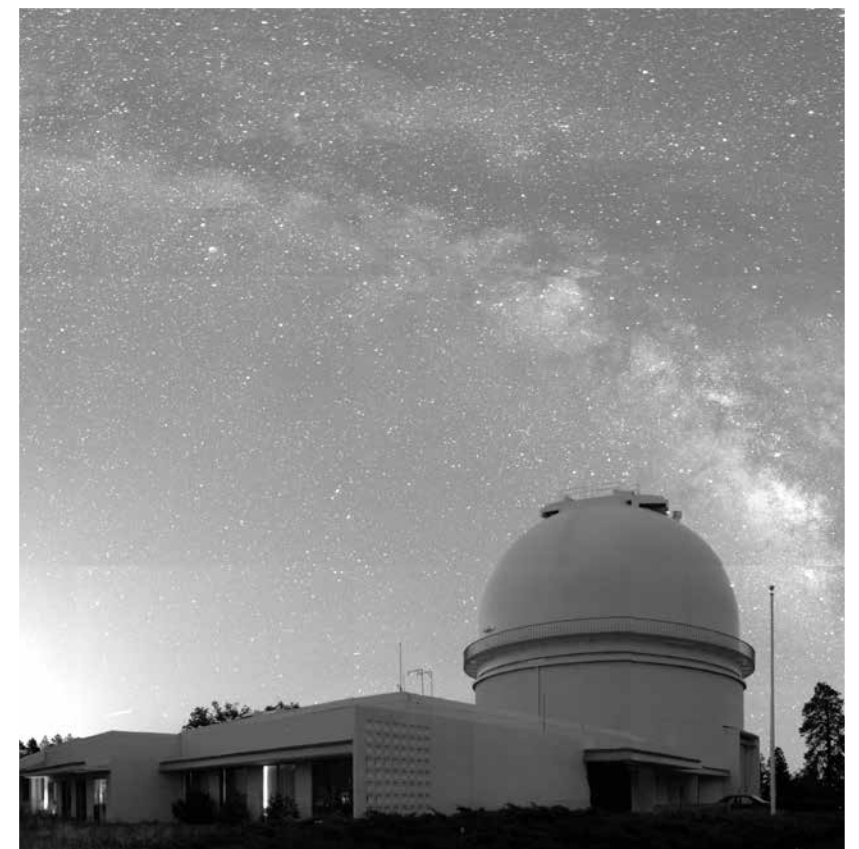
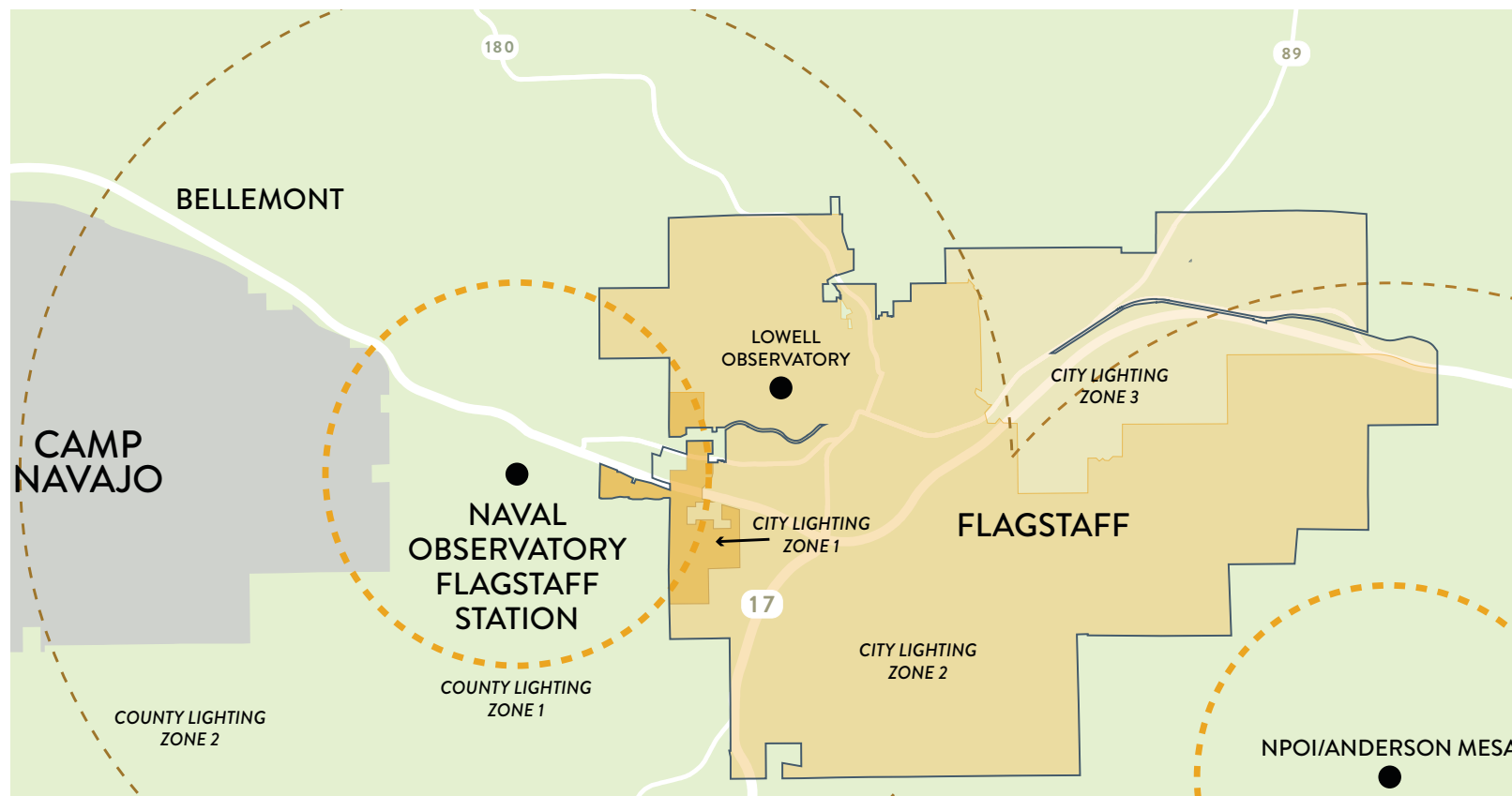


Mission

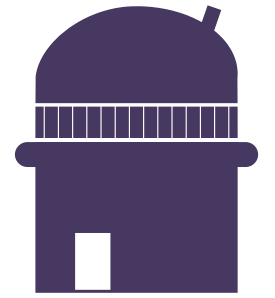
- Research and tracking of celestial bodies, earth motion, and time; critically important for navigation, military operations planning, scientific research, etc.

Current Operations

- Main campus west of Flagstaff
- Operates five telescopes including the Navy Precision Optical Interferometer (NPOI), operated with Lowell Observatory at Anderson Mesa, 20 miles southeast of Flagstaff
- Potential telescope to be relocated to Volunteer Mountain on Camp Navajo from Hawaii



NOFS: KEY FACTS

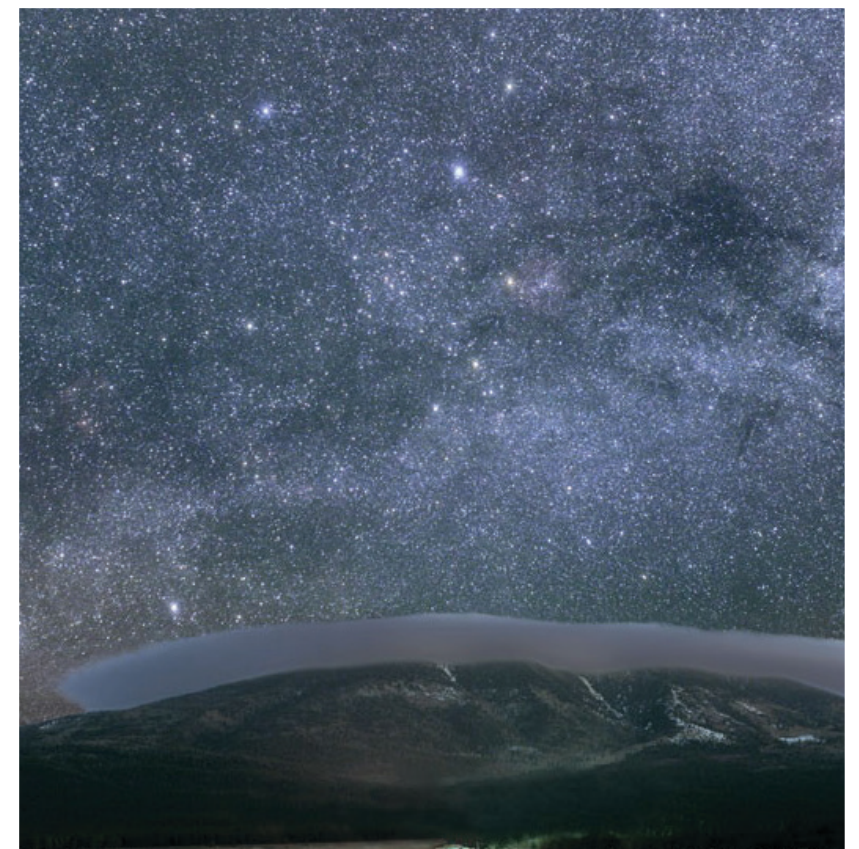
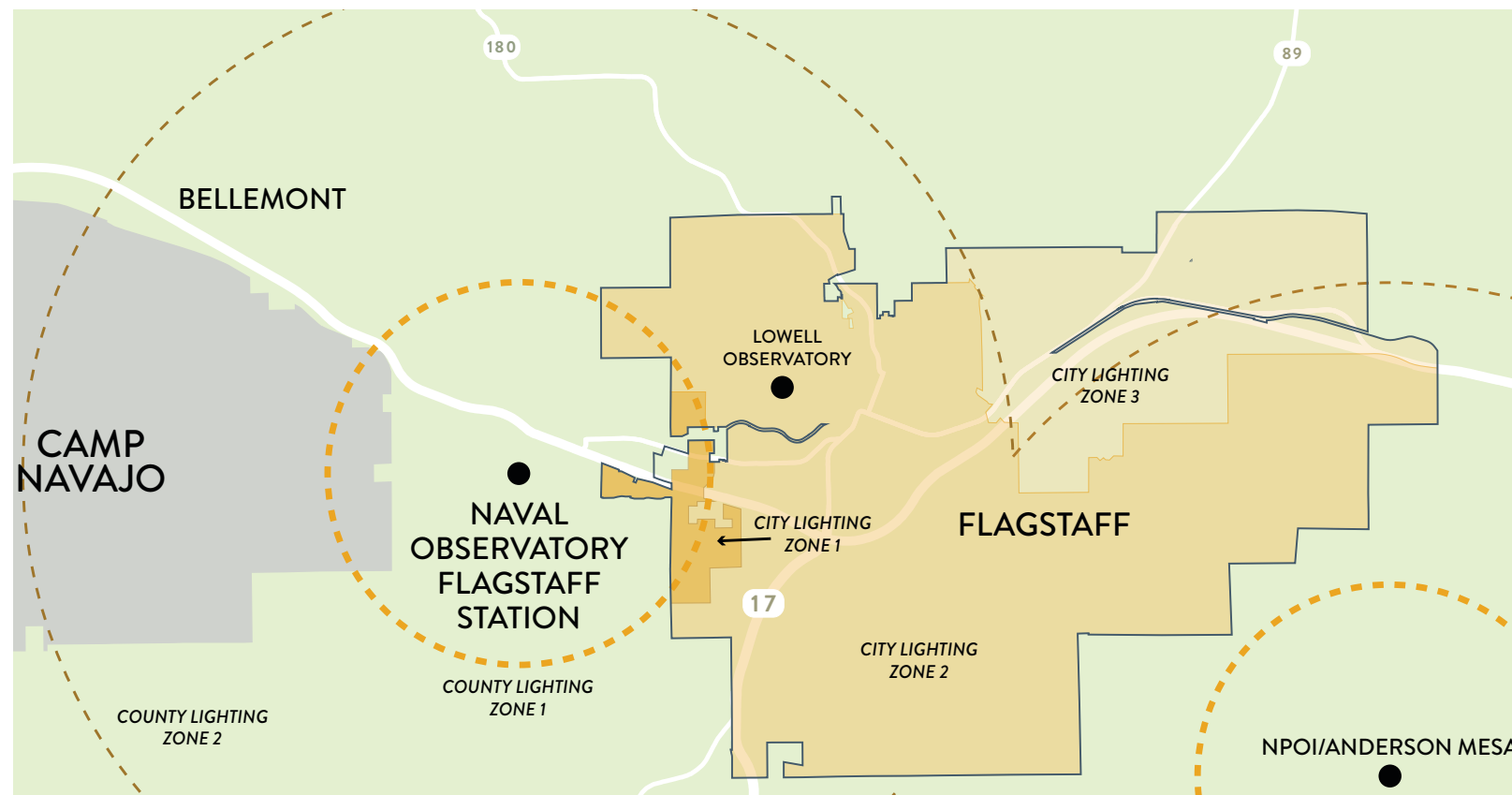


Sensitive Equipment

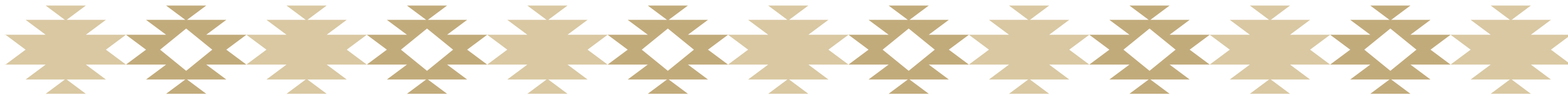
- Mission extremely sensitive to light pollution
- Some telescopes are also sensitive to heat and particulates

Recent Studies

- NOFS Mission Compatibility Light Pollution Study (Light Pollution Study) (December 2017)
- Street Lighting for Enhancing Dark Skies (SLEDS) Study (began 2015)



REGIONAL CONTEXT



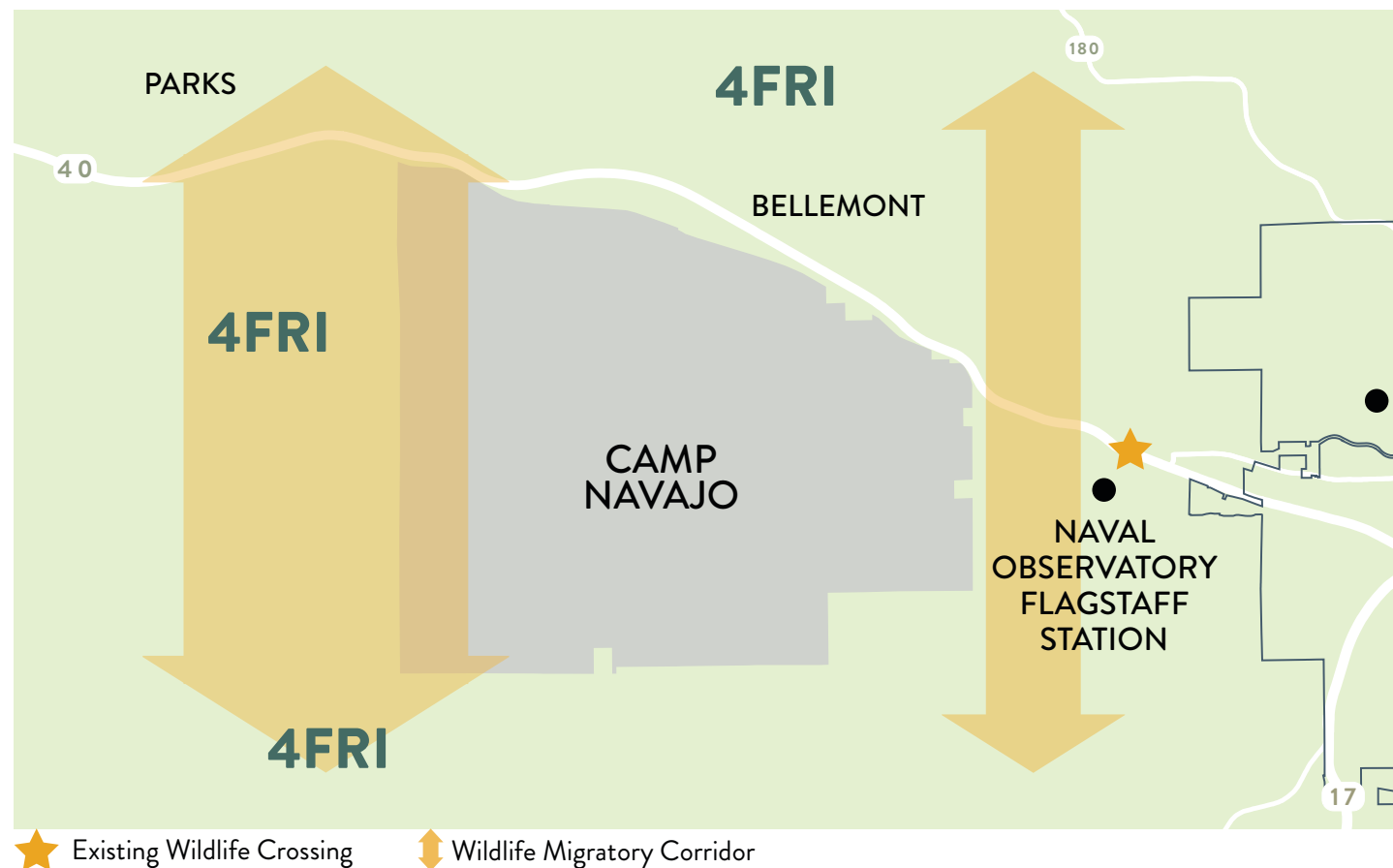
REGIONAL CONTEXT: FORESTS & WILDLIFE

Forests

- Most land surrounding installations is part of Kaibab or Coconino National Forest (USFS)
- Significant risk for catastrophic wildfire, traditional Ponderosa pine forests = 6-60 trees/acre; current forests = 250-1000 trees/acre,
- The Four Forest Restoration Initiative (4FRI) is an effort to restore forest ecosystems on four area forests (Coconino, Kaibab, Apache-Sitgreaves, and Tonto)

Wildlife

- There are important wildlife corridors near on both installations and crossing I-40



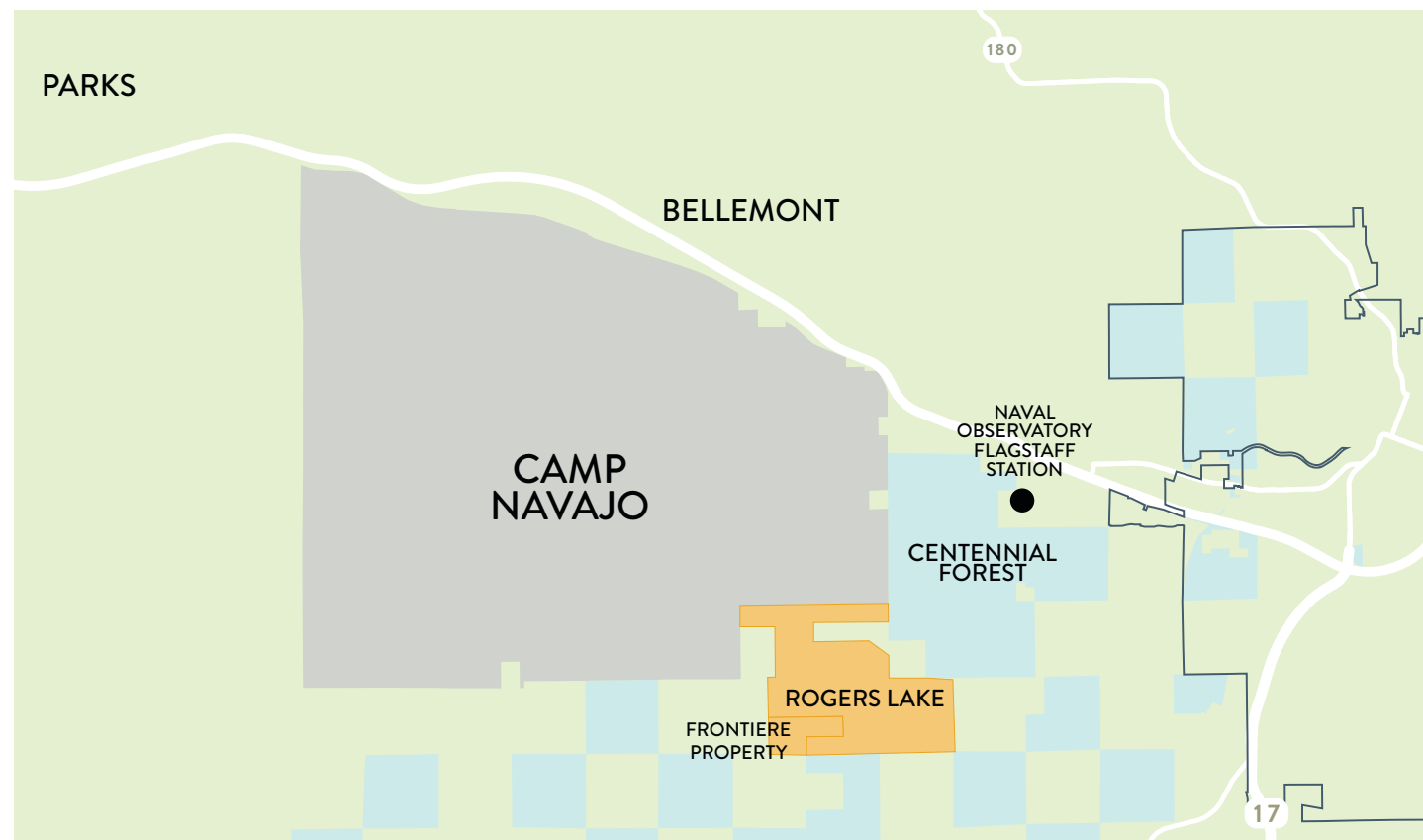
REGIONAL CONTEXT: CONSERVATION

State Trust Land

- Land held in trust to generate revenue for beneficiaries, the largest being Arizona's K-12 education
- Aside from USFS, Arizona State Land Department is largest landholder surrounding installations
- Includes Centennial Forest, a critical research forest managed by Northern Arizona University (NAU)

Other Relevant Land Conservation Initiatives

- Rogers Lake County Natural Area
- Frontiere Property



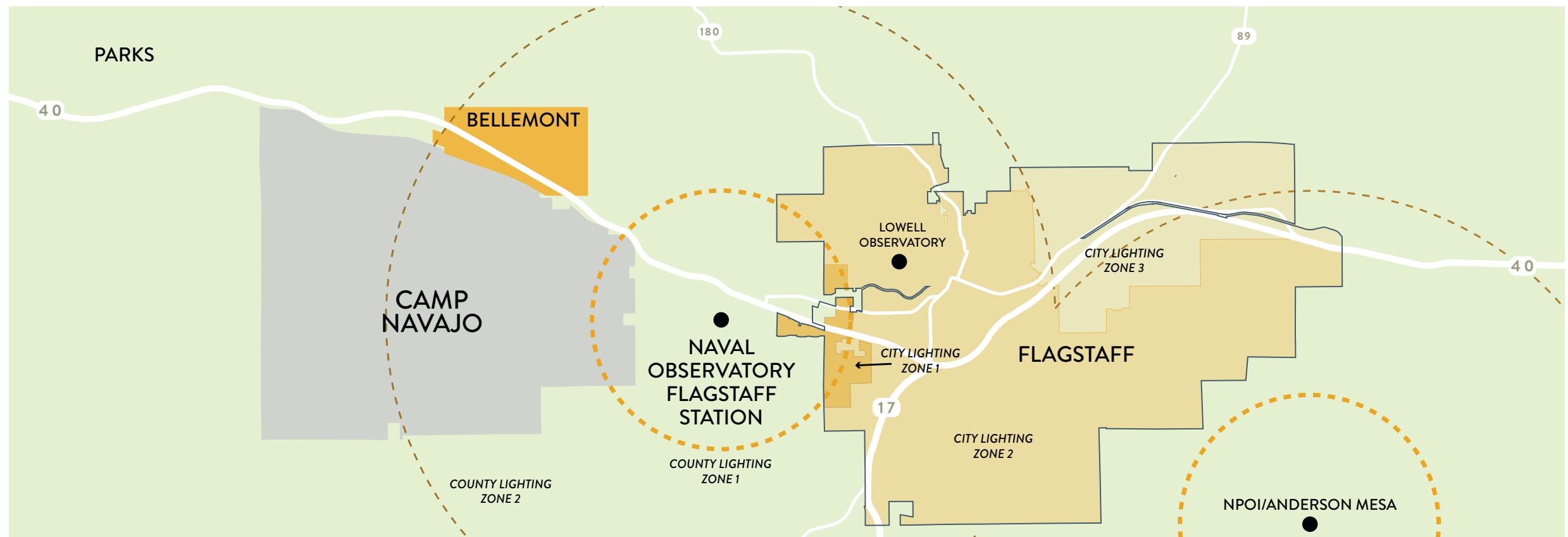
REGIONAL CONTEXT: LIGHTING & DEVELOPMENT

Lighting

- Flagstaff and County Lighting Zones 1 and 2 focus on telescope locations at NOFS and Lowell

Development

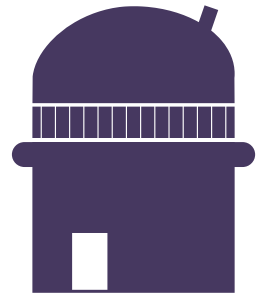
- Many types of development, including activity centers are planned for the west side of Flagstaff
- The Bellemont Area Plan is being updated; housing, commercial, and industrial development is planned for the area



JLUS ISSUES



DARK SKIES



Lighting Technology Shift

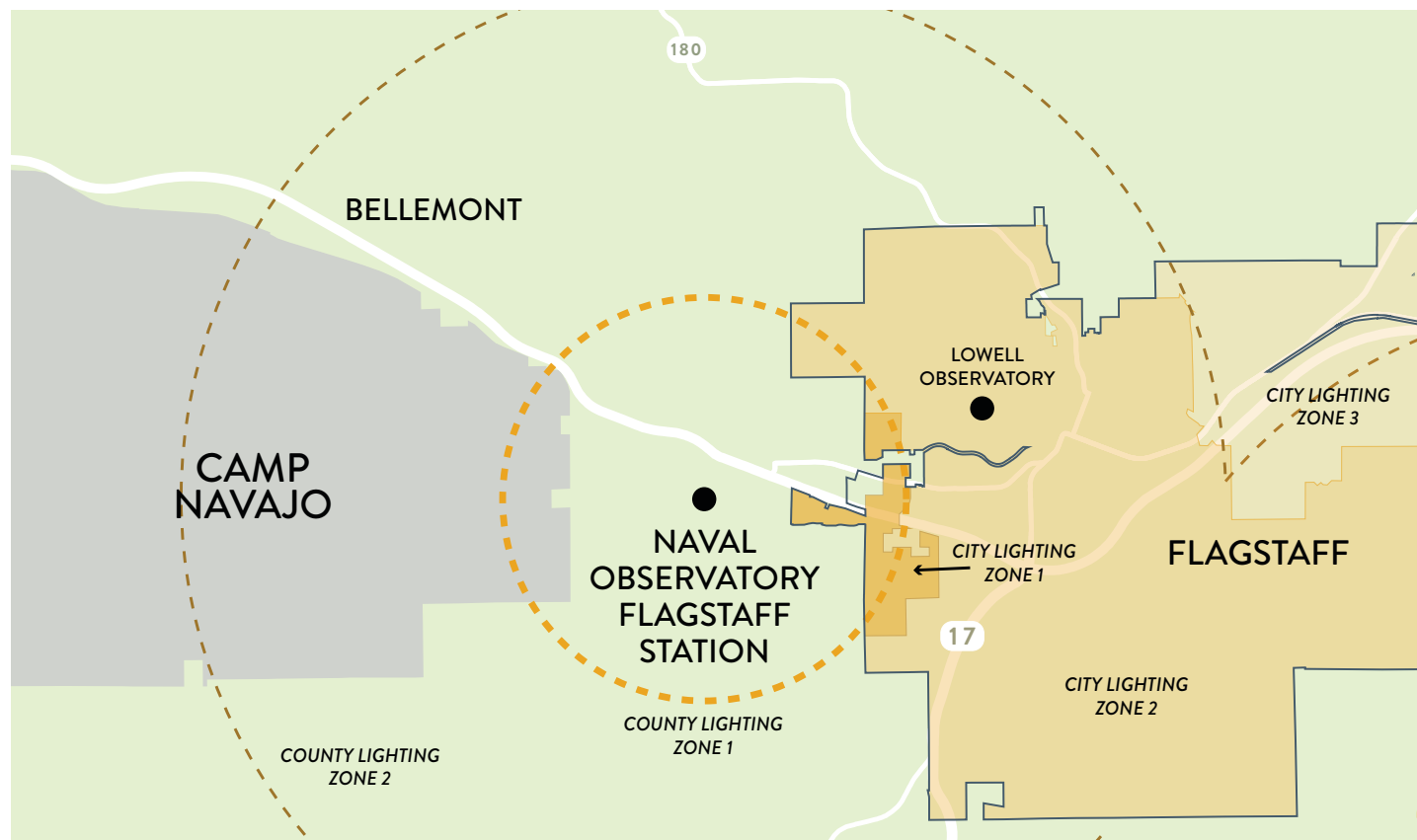
- Codes are meant for outdated lighting technology; multiple issues surrounding shift to LEDs

Lack of Adherence to Lighting Code

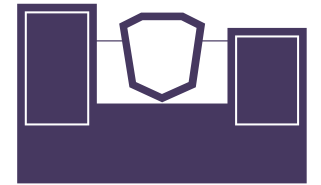
- No plan to monitor or enforce lighting compliance

Particulate and Thermal Impact on Visibility

- Potential industrial development emissions and wildfires reduce air quality and limit visibility
- Heat from industrial sites can produce thermal plumes, potentially distorting telescope accuracy



LAND USE

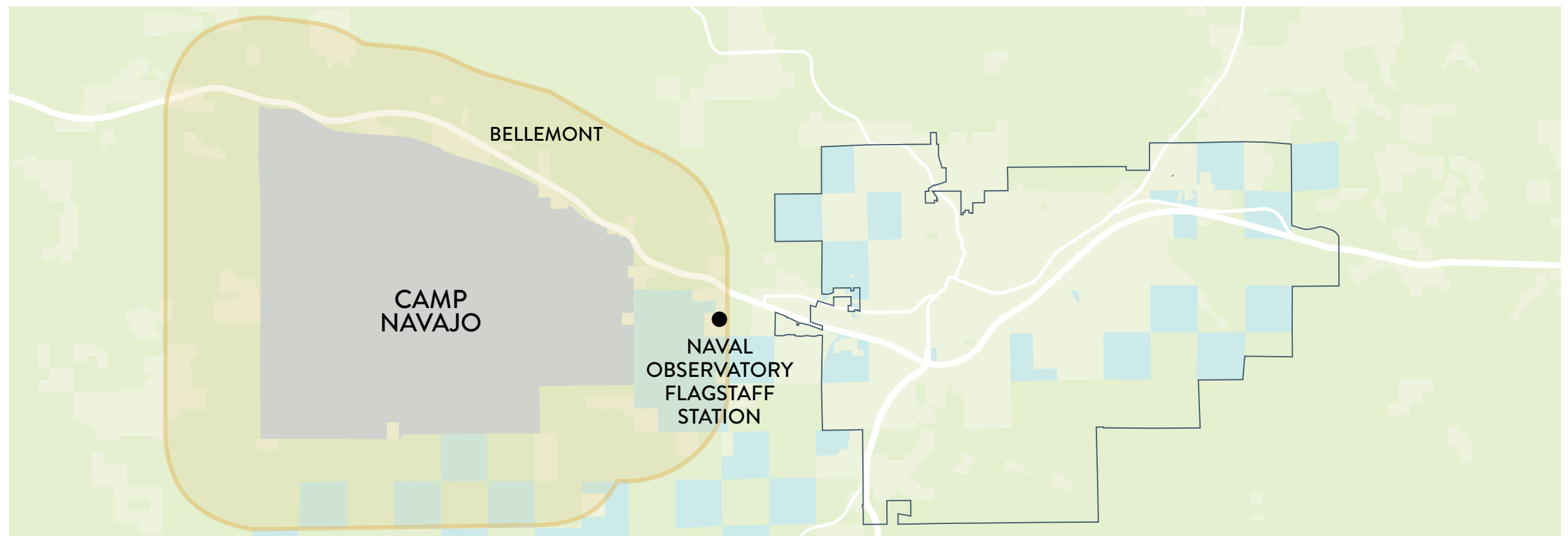


Development in ACUB

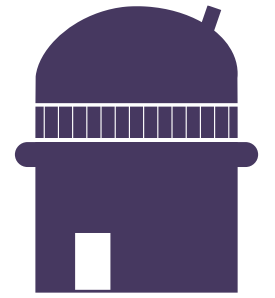
- Development of land surrounding Camp Navajo could increase complaints about military operations
- Potential increased trespassing is a safety risk

Impact to Bellemont Area Circulation and Transportation

- Future development on and around Camp Navajo will strain congested circulation in Bellemont

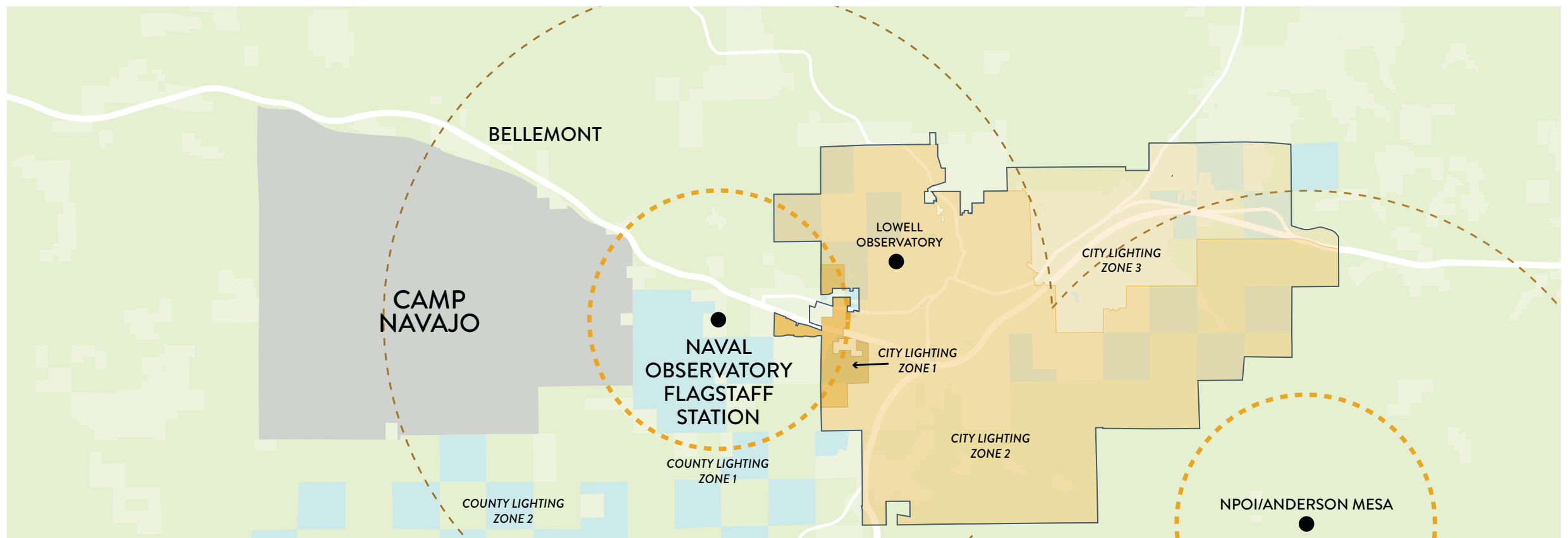


LAND USE

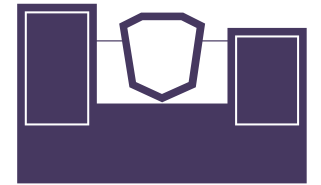


Development in Lighting Zones

- According to the Light Pollution Study, brightening of skies 10% over current conditions is not compatible with the NOFS mission
- Study assumed no development on USFS and State Trust lands; sale of these lands is a significant concern
- As southeast Flagstaff continues to develop, NPOI and other operations at Anderson Mesa could be negatively affected



ENVIRONMENTAL HEALTH

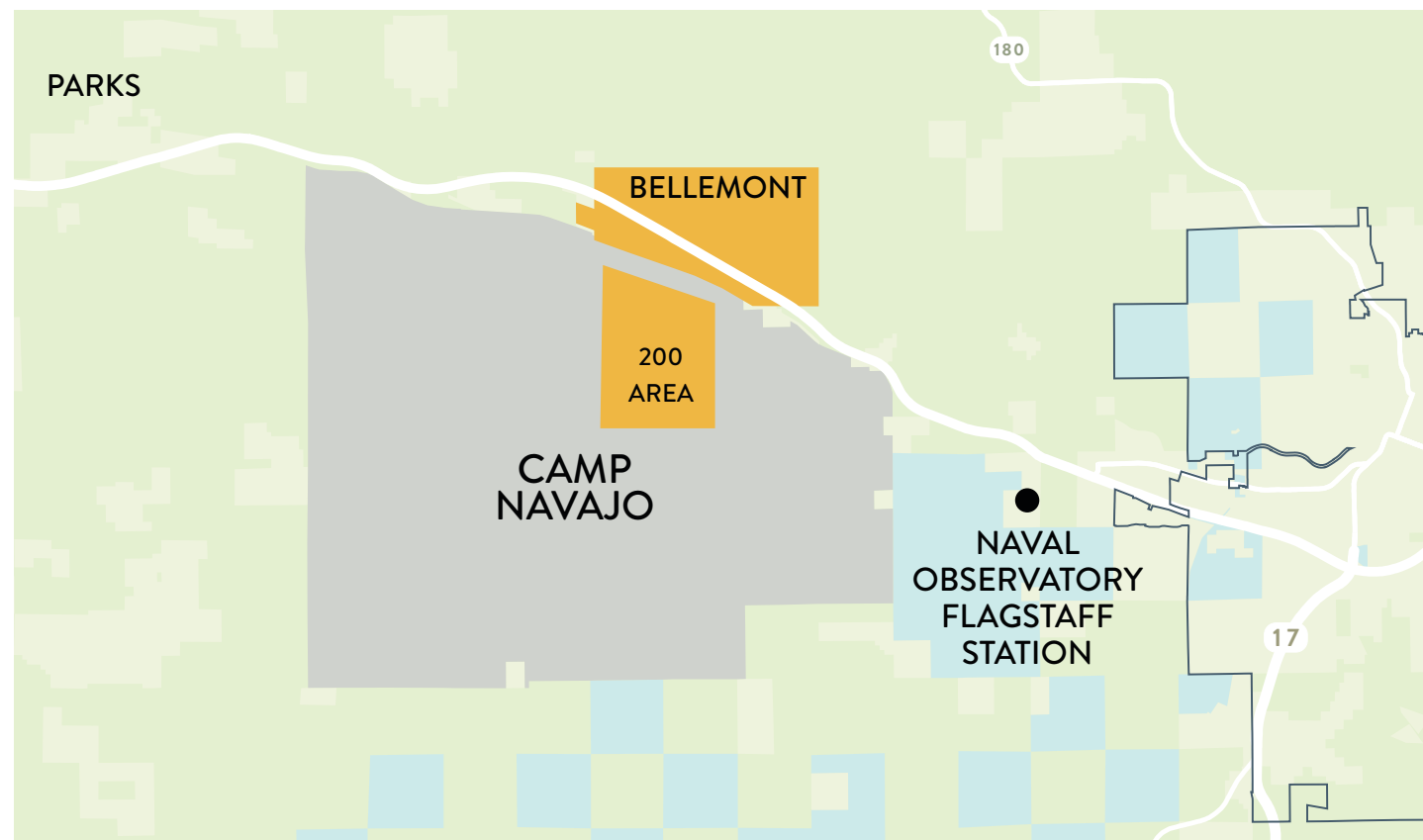


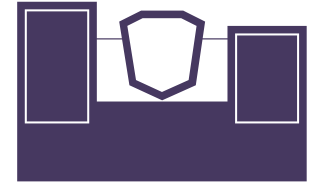
Forest Health

- Dense forests are a risk for wildfire and disease and pull water from aquifers and streams

Affect of Development on Air and Water Quality

- There is concern that industrial development on Camp Navajo could impact air or water quality or strain area water supplies



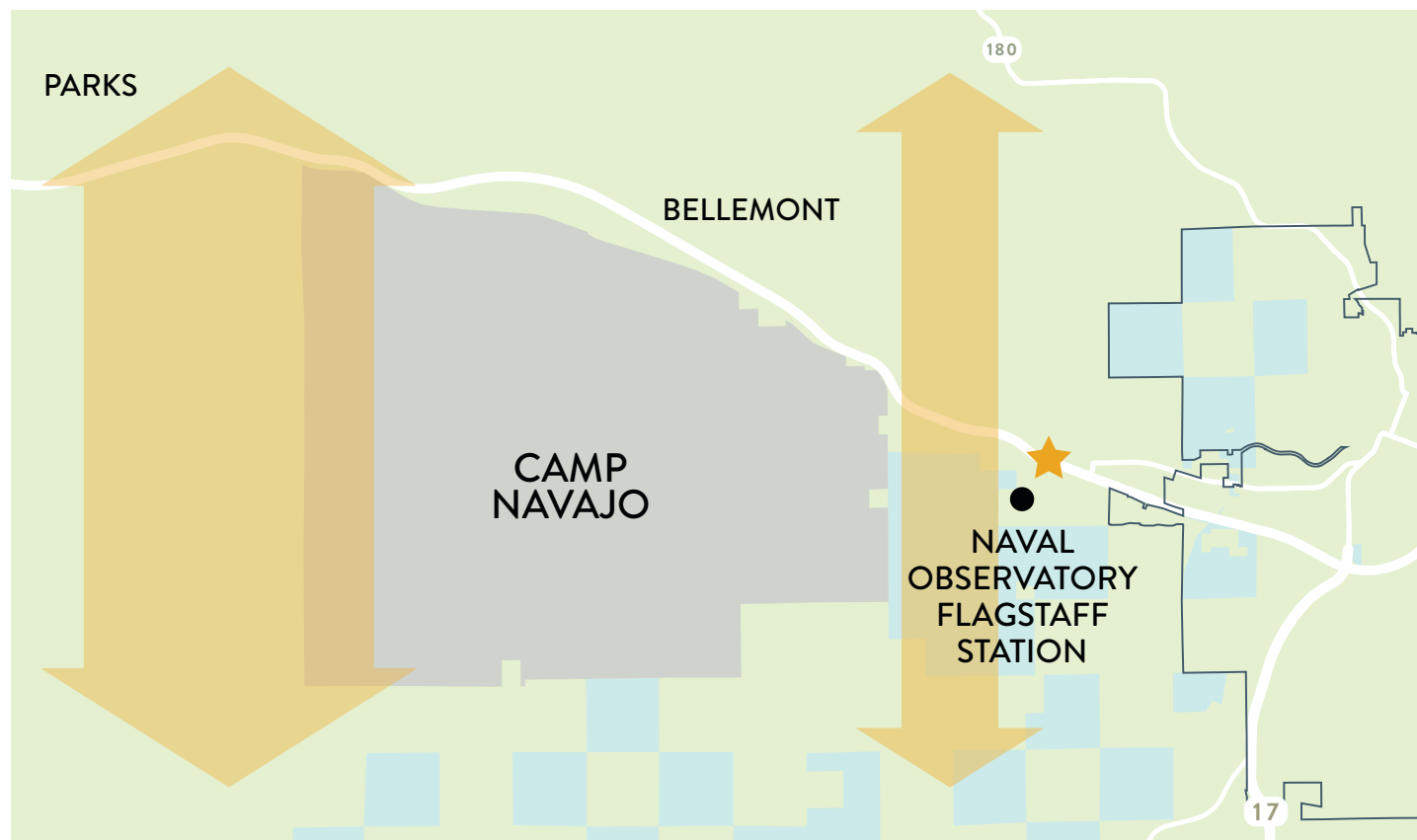


Wildfire & Disaster Hazard

- Poor forest health increases the risk of catastrophic wildfire, related natural disasters, and wildfire crossing Camp Navajo borders

Fragmented Wildlife Migratory Corridors

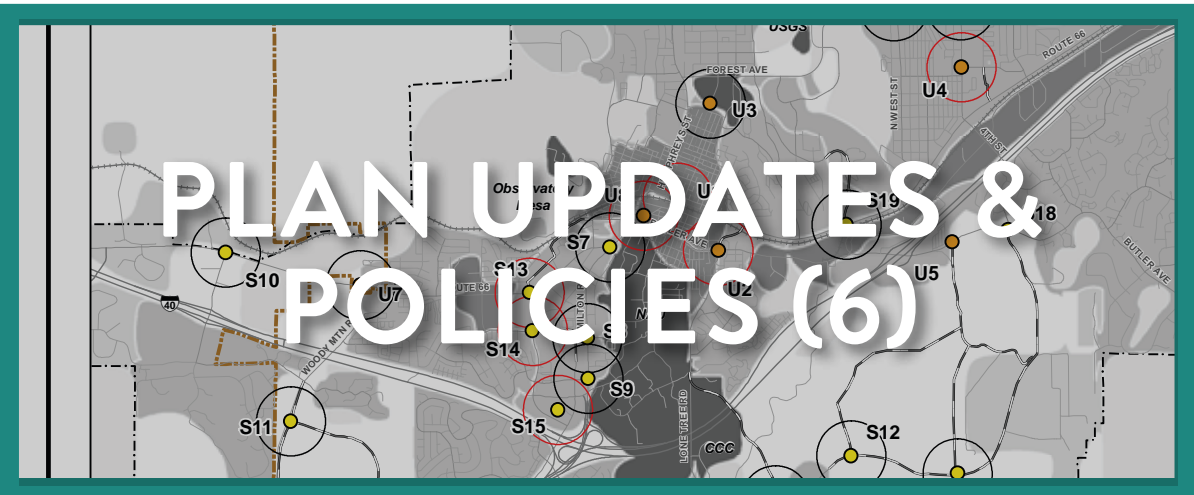
- The conversion of forested land would fragment wildlife migratory corridors and negatively impact health



DRAFT STRATEGIES



DRAFT STRATEGY CATEGORIES



COORDINATION

GENERAL

1. **Add NOFS and Camp Navajo to pre-application, public hearing, board of supervisors, and meeting agenda registry (notification lists) for City & County planning departments.**
2. **Coordinate with NOFS and Camp Navajo as key stakeholders in updates of regional, comprehensive, activity center, and other plans in the study area.**
3. **Establish a JLUS Implementation Committee to oversee progress on recommended strategies.**



DARK SKIES

1. **Establish an Outdoor Lighting Committee that meets regularly to help oversee:**
 - » Lighting code updates (approval process, code writing, communication/outreach, etc.)
 - » PR campaign as outlined in Dark Sky Education strategy #1
 - » Ongoing information sharing between local observatories, City and County permitting, and code enforcement staff, so this occurs independent of individuals in particular positions
 - » Complete development and ongoing updates of a dark-sky-compliant fixture list and design guidance for homeowners and developers. List to be posted and disseminated as part of Dark Sky Education strategy #1
2. **Invite NOFS representatives to participate in relevant City of Flagstaff's biweekly intra-divisional staff (IDS) meetings to discuss ongoing development permits and activities with City department heads and local service providers.**
3. **Ensure continued coordination/communication between the USFS, Camp Navajo, and NOFS regarding lighting and thermal impacts of prescribed burns on mission.**
4. **Designate a local Navy contact to serve as the military's mission advocate and dark sky expert. (Flagstaff Community Planning Liaison Officer)**
5. **Coordinate with ADOT to design and implement transition to dark sky compliant lighting within study area.**



COORDINATION

FOREST MANAGEMENT

1. **Recognizing the potential value of developing a Biomass and/or OSB Plant on Camp Navajo to advance forest health, contribute to local economy, and return productive use to Camp Navajo's 200 Area, coordinate to:**
 - » Study potential extent of and ability to mitigate for air quality and thermal impact on NOFS mission
 - » Build a proactive, robust framework to address air quality, water quantity and quality, and traffic impacts in the area
 - » Work with ADEQ to identify opportunities to leverage environmental analysis, outreach, and permitting process to increase knowledge of local aquifer health
 - » Explore options to utilize sustainable practices such as installing a closed-loop reclaimed water system



TRANSPORTATION

1. **To support development of an appropriately-sized interchange bridge in Bellemont:**
 - » Prepare and submit a PC authorized letter to the governor to reconsider current bridge replacement plans and advocate for a 5-lane configuration with provisions for pedestrian/bicycle facilities.
 - » If State project does not include these improvements; continue to advocate for and identify funding for multi-modal improvements to the interchange bridge.
2. ADOT to coordinate with City/County, NOFS, Camp Navajo, and stakeholders during project planning and design within the study area to ensure projects incorporate dark sky lighting, enhance wildlife crossings, and support planned development.



EDUCATION

MILITARY INSTALLATIONS

1. Coordinate with County/City to develop materials and an outreach strategy to inform land owners, realtors, and planners regarding existing and future Camp Navajo operations and potential noise impacts.
2. Work with AZ legislature to amend Arizona Revised Statutes Article 7, 28-8481 & 28-8484 regarding military impact notification to property owners to include all military installations in Arizona.



DARK SKIES

1. **Develop and execute a PR campaign to increase awareness and encourage action that could include:**
 - » Developing web-based and other resources to assist public with dark-sky compliant lighting implementation, include FAQs, and build awareness/encourage replication of regional best practices and successes
 - » Creating dark sky brochures for City and County staff to share with project applicants
 - » Posting and advertising the dark-sky-compliant fixtures, brands, and design guidance developed in strategy #8 to assist suppliers, developers, and the public in meeting standards.
2. Develop and staff ongoing dark skies education, that could include:
 - » Convening an education series for elected officials, local leadership, staff, and community
 - » Providing periodic trainings for developers, realtors, design and building professionals, and homeowners to provide guidance
 - » Creating/training volunteer Dark Sky Ambassadors to outreach and educate



FOREST HEALTH

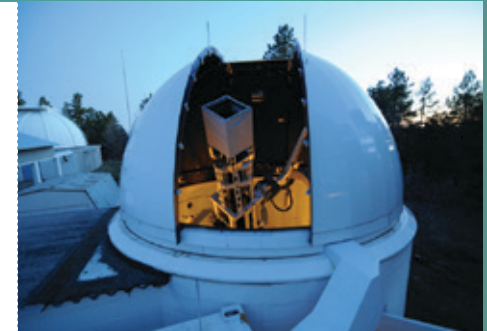
1. Develop materials and outreach plan to educate community on the importance of forest thinning and address sensitivity around “healthy” forest image.



PLAN UPDATES & POLICIES

GENERAL

1. Adopt goals and policies to best protect the missions of Camp Navajo and NOFS in the County's and City's Comprehensive Plan updates.



DARK SKIES

1. Support adoption of the draft dark skies goals and policies in the Bellemont Area Plan.
2. Support City in preparation of specific plans for Flagstaff's west-side activity centers designated in the Regional Plan (at a minimum S10, U7, and S11) and collaborate with NOFS and Camp Navajo as key stakeholders.
3. Add a Camp Navajo policy to be compatible with City/County Zone 1 lighting code changes and future updates (e.g., code changes related to Mission Compatibility Light Pollution Study and SLEDS) and recommend U.S. Army Corps of Engineers adopt this policy related to future 200 Area development and through Camp Navajo its access roads.



ENVIRONMENTAL HEALTH

1. Incorporate wildlife corridors into planning documents, paying special attention to the wildland-urban interface.



TRANSPORTATION

1. Update the 2015 Bellemont Access Management & Multimodal Study to include potential growth as part of Camp Navajo and adjacent properties on the south side of I-40 while doing so as Zone 1 dark sky compliant.



CODE UPDATES & ENFORCEMENT

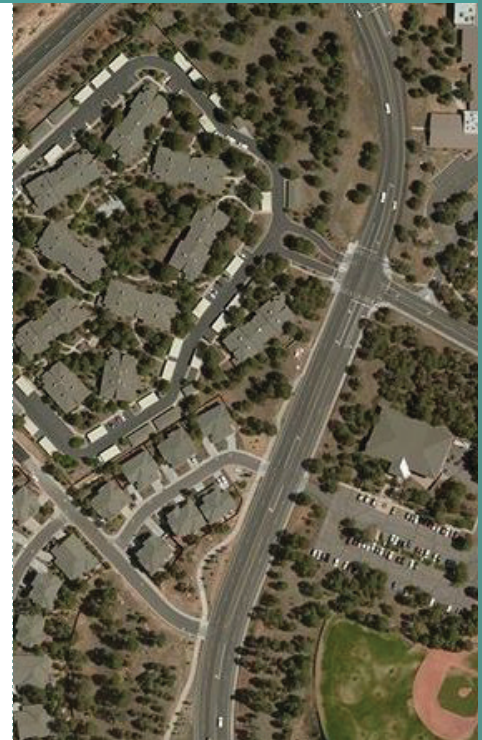
COUNTY ZONING CODE

1. Create a **Military Protection Overlay (MPO)** zone in the County to integrate special lot size minimums and other use restrictions in designated **ACUB** priority lands and key properties within close proximity to **NOFS**.
2. Create a **Resource Protection Overlay (RPO)** zone in the County, similar to Flagstaff's that integrates tree protection provisions supporting forest health and the dark sky.



CITY & COUNTY ZONING CODE

1. Continue to move toward City and County adoption of recommendations regarding dark sky-friendly lighting in the public right of way from the **SLEDS Study**.
2. Develop and expand upon policies to encourage compliance with dark-sky standards, such as:
 - » Implementing additional incentive-based programs within zoning to encourage designs that go beyond dark sky compliance.
 - » Developing a fast track permitting program for applicants demonstrating dark sky development qualifications.



CODE UPDATES & ENFORCEMENT

CITY & COUNTY LIGHTING CODE

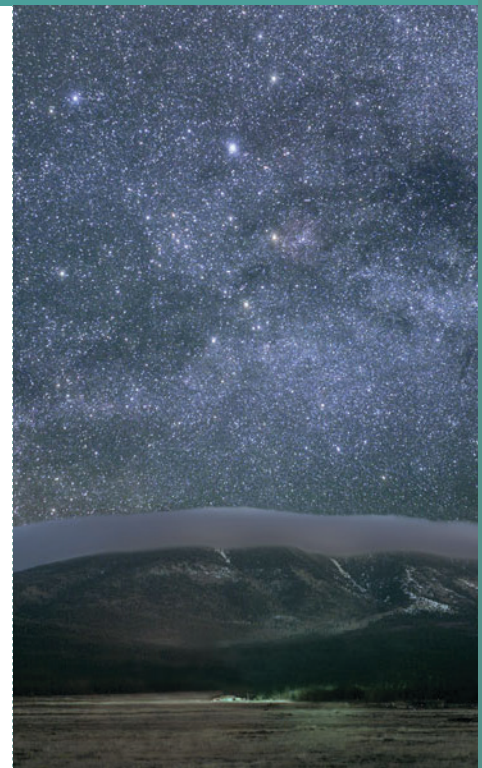
1. Adopt Lighting Code Updates:

- » Update design standards to encourage/require overhang or canopy-mounting for outdoor lighting in Lighting Zone 1
- » Extend City lighting zone 2 to cover all of existing zone 3
- » Modernize measurement of absolute lumens
- » Update residential roadway lighting requirements (consider making roadway lighting optional or eliminating requirement)
- » Align residential average use standard (consider allowing up to 10,000 lumens installed if average annual usage does not exceed 1,500 lumens)



ENFORCEMENT

1. Fund a joint Coconino County and City of Flagstaff lighting specialist/dark skies position for education/enforcement.
2. Establish baseline database of non-conforming lights. Establish a program / work plan to review problem parcels and update annually.
3. Develop enforcement policies to bring non-conforming uses into compliance with dark-sky standards. These could include:
 - » Establishing a process to assure retrofits are compliant.
 - » Establishing a notification and fines system for non-compliance.



LAND CONSERVATION

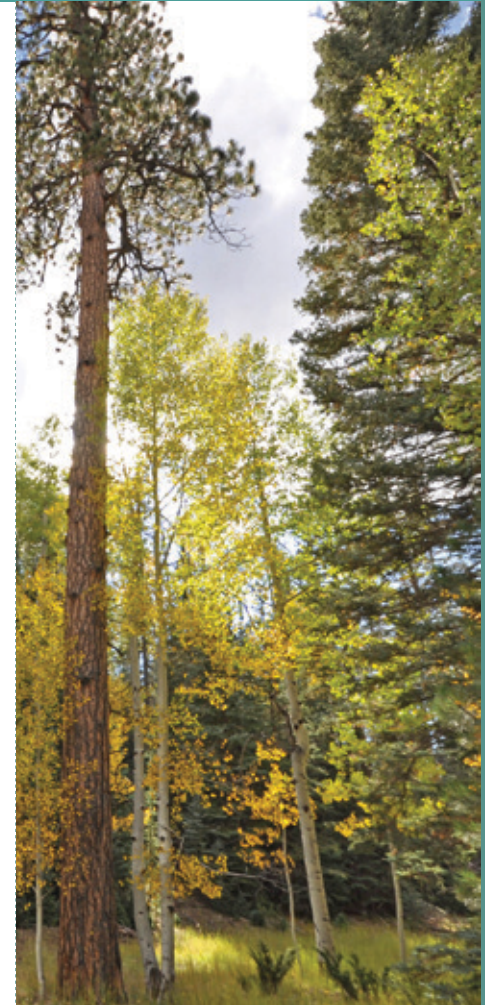
GENERAL

1. Continue to pursue grant funding to conserve critical private land in study area:

- » Continue to pursue ACUB & REPI program funding and partnerships to conserve priority parcels
- » Continue to coordinate with Trust for Public Land, the Nature Conservancy, and other NGOs to seek funding opportunities and expertise for priority parcel acquisition and conservation easements
- » Explore partnering with the USDA National Resources Conservation Service

2. Establish a Conservation Committee to oversee coordination with AZ State Land Department (ASLD) and assess feasibility and advance one or more of the following:

- » Continue to advocate and educate re: the importance to NOFS and Camp Navajo mission of conservation of Centennial Forest and other ASLD study area parcels
- » Explore amending state constitution to make potential land swaps for military protection more feasible
- » Explore opportunity to reinvigorate the Arizona Protection Initiative (API), designate critical parcels for conservation, and fund acquisition of Centennial Forest and/or other priority parcels (potentially using REPI/ACUB funds)
- » Identify and pursue other opportunities to protect critical parcels



MILITARY INSTALLATIONS

1. Work with AZ legislature to revitalize the Military Installation Fund by: a) completing a statewide prioritization of parcels and b) granting authority of Military Affairs Commission to make offers on land. Explore partnering with the National Resources Conservation Service.



FOREST MANAGEMENT

GENERAL

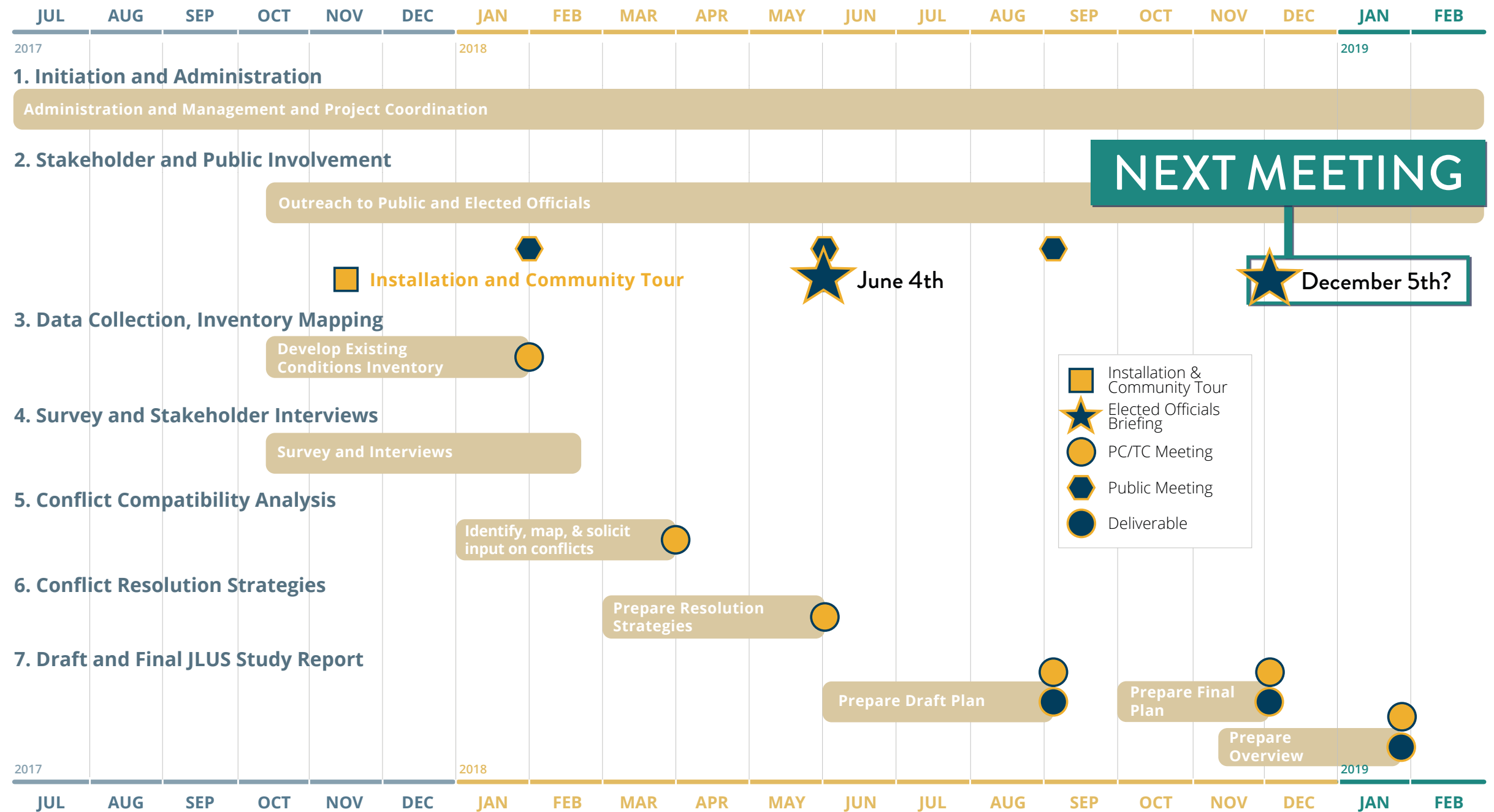
1. **Update Camp Navajo's safety management practices to include wildfire aversion measures if not already included. Set up a system to communicate to trainees/visitors.**
2. Fund and add County Forest Health Coordinator position to work with the USFS to identify and coordinate efforts to manage high-priority disaster risk areas.
3. Create fire containment line around Camp Navajo and NOFS to protect the base from catastrophic forest fires.
4. Pilot one or more of the following to advance forest management practices in the study area:
 - » Explore the opportunity to expand forest thinning contracts in the study area to include private lands
 - » Utilize "hot shot" crews or forestry students to assist with forest thinning
 - » Explore opportunity for Camp Navajo to offer forest management (thinning, prescribed burns, etc.) training or services to neighboring properties



NEXT STEPS



NEXT STEPS



THANK YOU



WWW.COCONINOJLUS.COM

Online Survey

www.surveymonkey.com/r/COCONINOJLUS

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jeff Bauman, Traffic Engineer
Co-Submitter: Daniel Folke, Planning Director
Date: 05/31/2018
Meeting Date: 06/04/2018



TITLE:

Update on Lighting Projects

- Street Lighting to Enhance Dark Skies (SLEDs)
- Naval Observatory Mission Compatibility Light Pollution Study and associated Code Amendments

DESIRED OUTCOME:

Discussion only

EXECUTIVE SUMMARY:

City Staff will provide an update on the current status of two lighting projects:

- Street Lighting to Enhance Dark Skies (SLEDs)
- Naval Observatory Mission Compatibility Light Pollution Study and associated Code Amendments

INFORMATION:

Staff has been working with partner agencies and citizen groups related to Astronomy and Dark Skies preservation on a couple of important projects. Street Lighting to Enhance Dark Skies (SLEDs) has progressed to the test fixture evaluation stage and associated Public Survey (<http://www.flagstaff.az.gov/3854/SLEDs>). The Mission Compatibility Light Pollution Study has progressed to developing code amendments to support the goals and findings of the study.

Attachments:

No file(s) attached.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Mark Gaillard, Fire Chief
Co-Submitter: Jay Smith, Coconino County Forest Restoration Director
Co-Submitter: Paul Summerfelt
Date: 05/18/2018
Meeting Date: 06/04/2018



TITLE

Update on the Coconino County Forest Restoration Efforts and the Flagstaff Watershed Protection Project.

STAFF RECOMMENDED ACTION:

No Action Required. Discussion only.

EXECUTIVE SUMMARY:

City and County Staff will provide short update on the Coconino County forest restoration efforts and Flagstaff Watershed Protection Project.

INFORMATION:

No action required.

Attachments: [County.PowerPoint](#)
[City.PowerPoint](#)

Coconino County Forest Restoration

**Joint Coconino County Board of Supervisors &
Flagstaff City Council
June 4th, 2018**



FOREST RESTORATION

FOREST HARVESTING BACKGROUND



Southwest Forest Industries Flagstaff, Arizona 1948



FOREST RESTORATION

IDENTIFYING COUNTY NEEDS & CAPACITIES

- **Catastrophic wildfires and the flooding that often follows destructive wildfires represent the number one public safety risk for Coconino's County's citizens and communities.**
- **Public safety is a primary responsibility of the Coconino County Board of Supervisors (BOS).**
- **Coconino County has significant expertise in managing contracts, securing permits, purchasing heavy equipment, evaluating responses to requests for proposals and engaging in large operational initiatives.**



FOREST RESTORATION

IDENTIFYING COUNTY NEEDS & CAPACITIES

- **Coconino County has the capacity to foster innovation and support new and existing industries.**
- **The FEMA-funded Post-Wildfire Debris-Flow & Flooding Assessment supports Coconino County Flood Control Board of Directors (BOS) setting forest restoration as the top priority for the Coconino County Flood Control District.**
- **Multiple restoration efforts that face forest industry challenges are occurring within County jurisdiction, including Four Forest Restoration Initiative (4FRI), Flagstaff Watershed Protection Project (FWPP), and Greater Flagstaff Forest Partnership (GFFP) projects**

FOREST RESTORATION

CATASTROPHIC WILDFIRE & FLOODING



Schultz Fire & Flooding +/- \$140 Million Impact

FOREST RESTORATION

CATASTROPHIC WILDFIRE & FLOODING



SCHULTZ FLOODING 2010 - 2014



FOREST RESTORATION

FOREST RESTORATION DIRECTOR

- **The FCD Board created the Forest Restoration Director position to support agency and operational advocacy opportunities and to support forest industry development.**
- **The Forest Restoration Director position serves as a liaison and facilitator to link County interests with broader regional restoration efforts and opportunities.**
- **Addressing the challenges of wood log and woody biomass processing is the greatest challenge currently facing western Coconino County forest restoration.**

FOREST RESTORATION

FOREST RESTORATION DIRECTOR



Jay Smith, Coconino County's Forest Restoration Director, has a Bachelor of Science degree in Forestry from Northern Arizona University and over 20 years of experience in the forest industry. In the last 3 years, Jay has worked directly on the Phase 1 4FRI contract.



FOREST RESTORATION

OBJECTIVES

- 1. Develop viable forest products industry**
- 2. Assist existing forest industry**
- 3. Identify and support securing Forest Restoration grants and funding**
- 4. Participate in Good Neighbor Authority Agreements with the U.S. Forest Service and State of Arizona**
- 5. Assist the U.S. Forest Service in identifying ways to increase restoration work through changes in policies & practices**



FOREST RESTORATION OBJECTIVES

1. Develop Viable Forest Products Industry:

- **Identify legislative priorities at Federal and State levels to improve operational capacities.**
- **Identify available land parcels for building industry infrastructure.**
- **Develop Career Center program to recruit, train and mentor skilled machine operators & heavy equipment mechanics.**
- **Build forest restoration machine support/parts inventory.**



FOREST RESTORATION

OBJECTIVES

2. Assist Existing Forest Industry:

- **Assemble Coconino County partners to open dialogue and identify/understand current industry needs.**
- **Inventory Coconino County capacities to support public/private forest restoration operations.**
- **Streamline permitting process for new/expanding wood products businesses.**
- **Explore secondary manufacturing options: molding, door frames, fencing, etc.**
- **Centrally locate and coordinate staff for scaling operations.**



FOREST RESTORATION

OBJECTIVES

3. Grants and Funding:

- **Explore public/private financing options for large-scale operations.**
- **Work with U.S. Forest Service (Central Federal Lands Register Program), Ecological Restoration Institute, AZ Department of Forestry and Fire Management on funding opportunities.**



FOREST RESTORATION

OBJECTIVES

4. Participate in Good Neighbor Authority Agreements with the U.S. Forest Service and Arizona State Forestry & Fire Management:

- **The Good Neighbor Authority allows the Forest Service to enter into cooperative agreements or contracts with States to allow the States to perform watershed restoration and forest management services on National Forest System lands.**
- **Congress passed two laws expanding Good Neighbor Authority (GNA): the FY 2014 Appropriations Act and the 2014 Farm Bill. Each law contains slightly different versions.**



FOREST RESTORATION

OBJECTIVES

- 5. Assist the U.S. Forest Service in identifying ways to increase restoration work through policy change:**
- **Contractual agreements**
 - **Task Order oversight**
 - **Explore new technologies to create efficiencies**

Forest Restoration

Questions & Comments

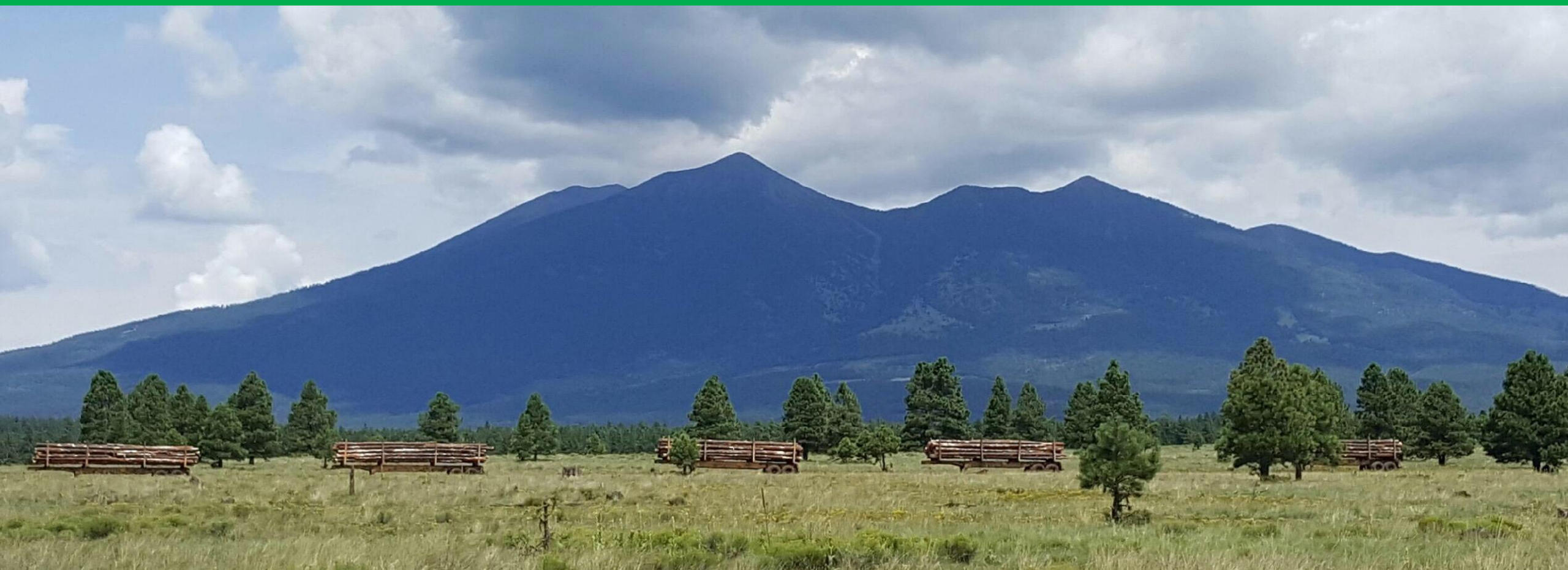


COUNCIL – SUPERVISORS UPDATE

County: Forest Restoration Coordinator – Jay Smith

City: Flagstaff Watershed Protection Project – Paul Summerfelt

June 4th, 2018



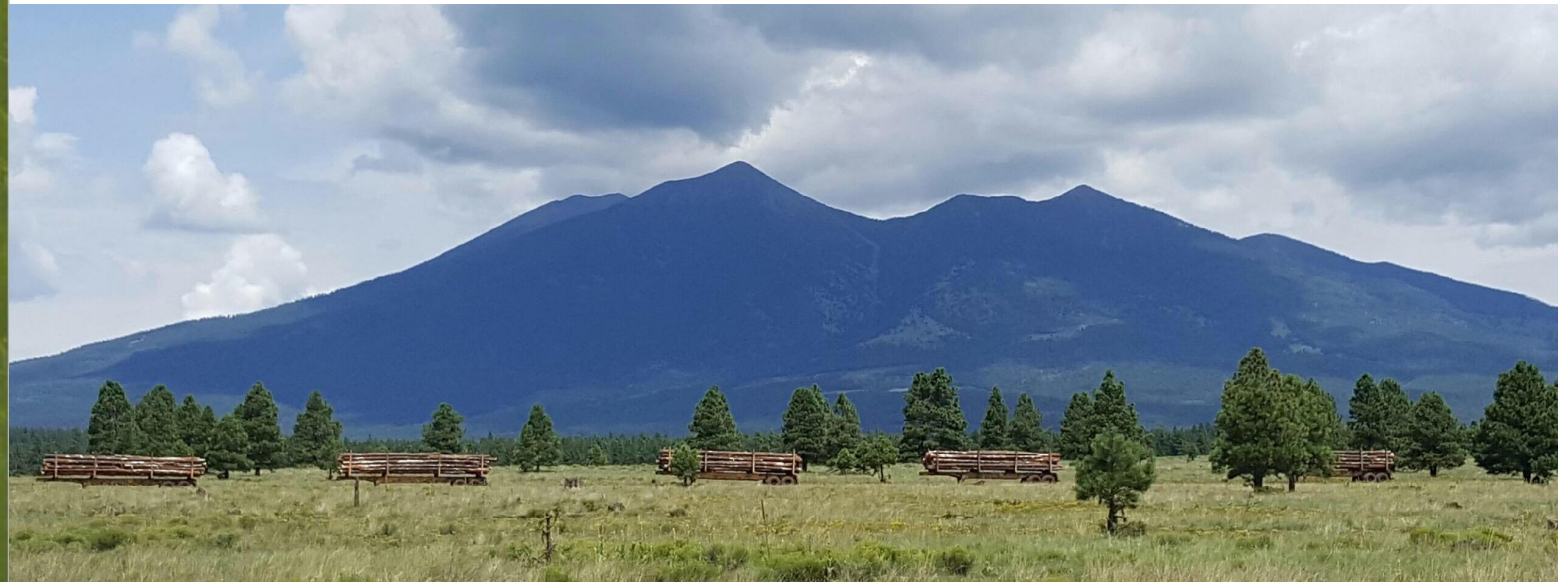
UPDATE

4 June 2018



Flagstaff Watershed Protection Project

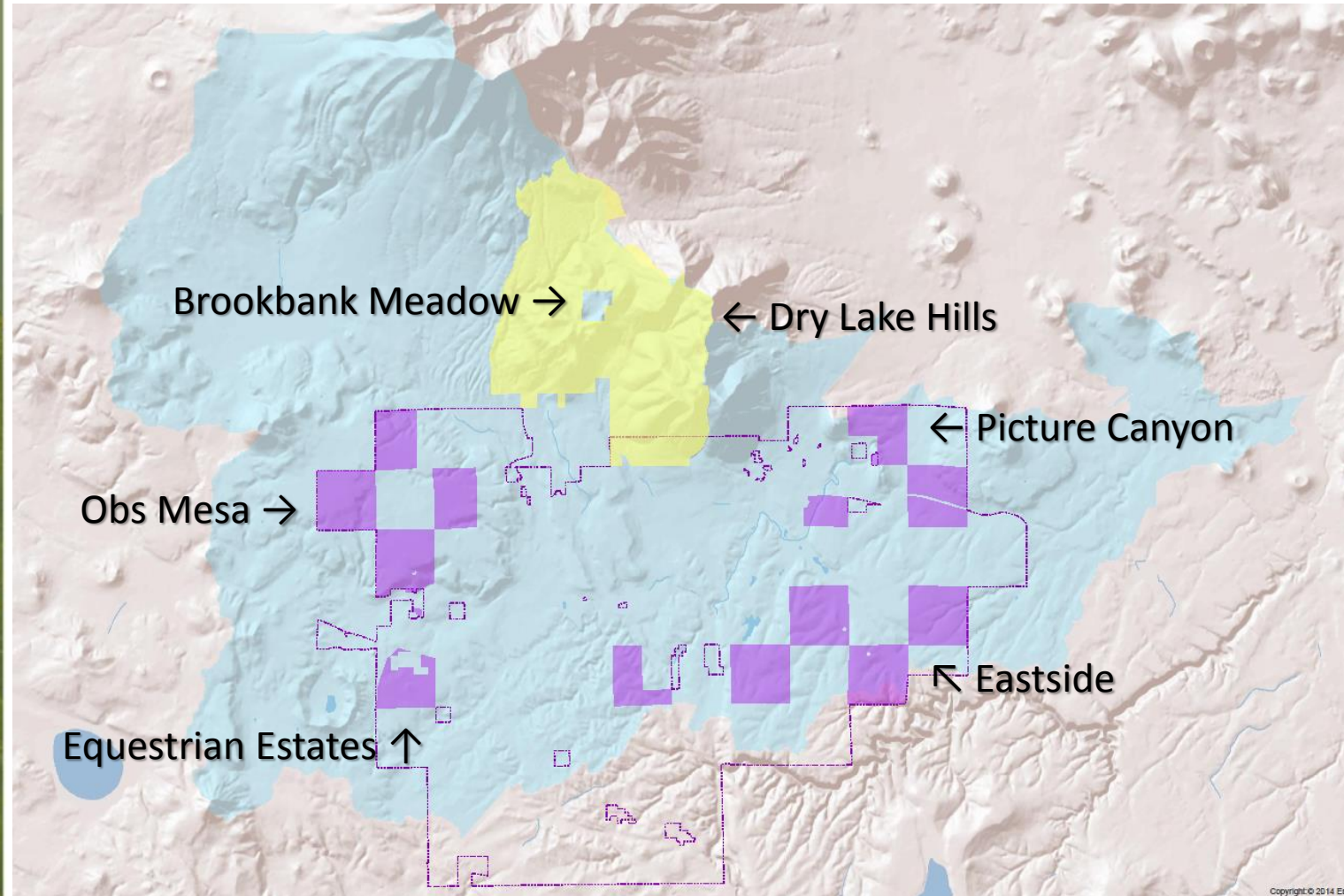
- History
- Organization
- Work Flow
- Successes
- Challenges
- Future



History



North Half: Rio de Flag



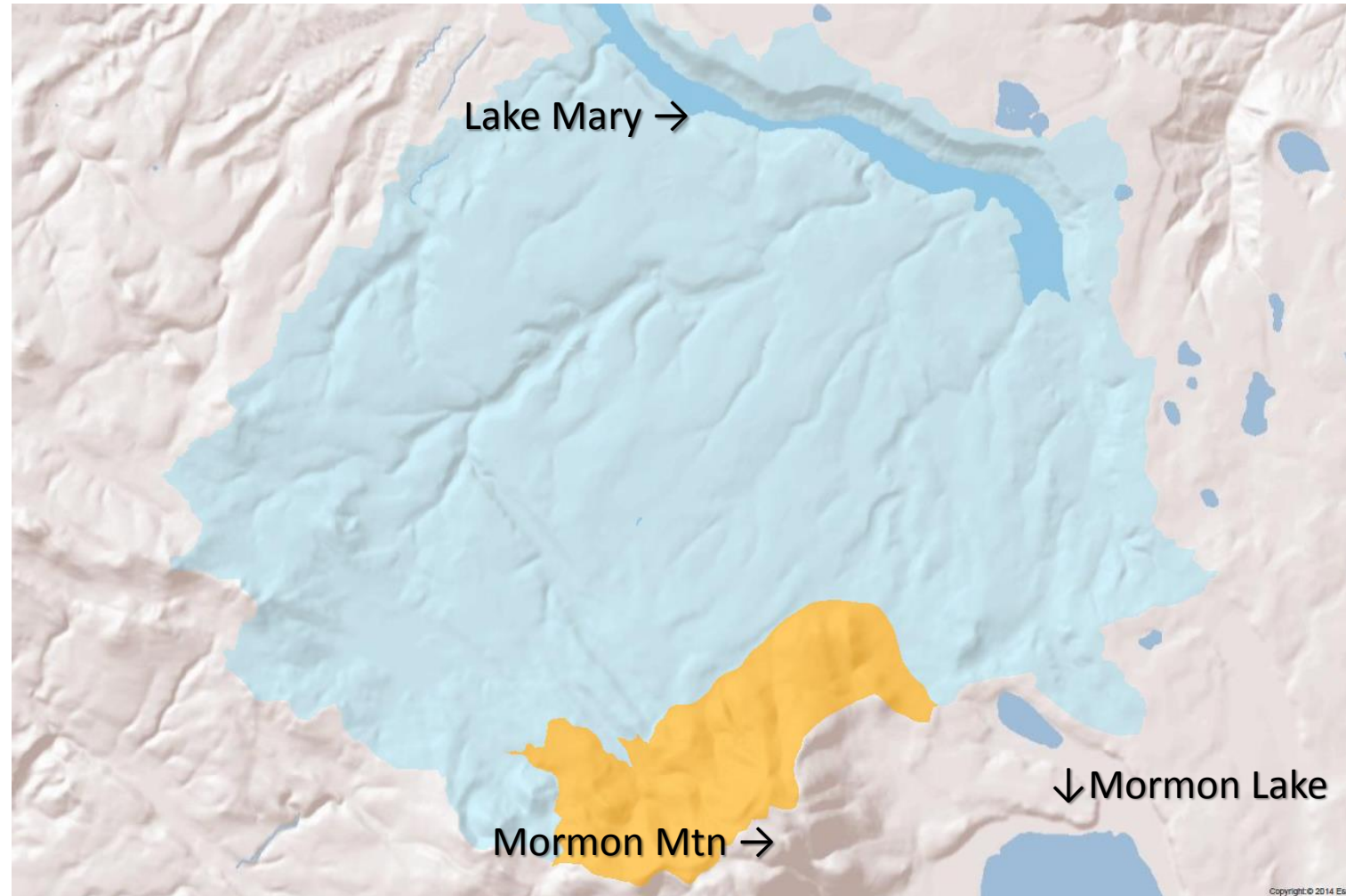
Blue – Rio de Flag watershed; Purple – City & State, Yellow – Federal

Focus ➡ **flooding/community**

History



South Half: Lake Mary



Blue – Lake Mary watershed; Gold – Federal

Focus ➡ **flooding/reservoir**

History



- Envisioned in 2011
- \$10M bond capacity available
- City Manager recommendation, Council approval summer 2012
- 74% approval, Nov 2012



Organization



- Project:
 - Executive Team
 - Communications Team
- City:
 - Council/Leadership
 - Staff
 - Greater Flagstaff Forests Partnership
- Federal:
 - WO, RO, Coconino NF, Flagstaff RD
 - Interdisciplinary Planning Team
 - Implementation Team

Work Flow



- Progression of Treatments

- Sequence

City & State ↔ *Federal (I, II, III)*

- Treatment Acres

1st five years ➡ *City, State, Federal (I)*

Current ➡ *City/Federal (I)*

Next ➡ *Federal (II)*

Future ➡ *Federal (III)*

Work Flow



- Treatment Types

- Harvesting
 - Hand
 - Traditional mechanical
 - Steep-slope mechanical
 - Cable
 - Helicopter
- Rx fire

- Treatment Methods

- Service
- Sale

Work Flow



- Cutting Prescriptions
 - City
 - Forest Stewardship & CWP Plans
 - GTR 310
 - Partner input/review
 - Long-term investment
 - State:
 - Mission
 - Recurring harvest/wood production
 - Federal:
 - Forest Plan
 - NEPA → FEIS/FROD
 - Fuel reduction
 - Site specific rx by staff

Work Flow



- 11,600 acres w/FWPP boundaries:
 - City/State – 3,500 acres
 - Federal – 8,100 acres
 - DLH: 5,100 acres -
 - Phase I - 660 (M) + 100 (H) + 100 (H)
 - Phase II - 480 (M) + 2,360 (M) + 500 (H)
 - Orion TO - 900 (M)
 - MM: 3,000 acres ±



Work Flow



- \$ Allocation

- \$ 3.4 M – Spent

- \$ 4.6 M – Encumbered (Phase II)

- \$ 2.0 M – Planned (grant matches,
operating/treatment
expenses

\$10.0 M – Total bond

- City State – 3,500 acres
- Federal – 5,960 acres

9,460 acres

Successes

- 4,000 acres thinned/harvested
- 1,500 acres of slash chipped and removed
- 1,900 acres of slash piled and burned
- 1,000 acres broadcast burned
- 3,300 acres of tree marking
- 1,500 cords of firewood



Successes



- 500 acres of material provided for mixed coal-green biomass generating test
- 1,400 acre 3-year field test/use of Tablet Technology
- Steep-slope timber harvesting equipment test
- City Monitoring Plan
- 13,200 hrs of volunteer labor



Successes

- Environmental planning on federal lands
- Rebuilt/resurfaced 8 miles of existing roads
- Federal lands boundary surveys within Dry Lake Hills area
- 4 hydrologic gauge stations
- MSO monitoring



Successes

- 20+ Agreements
- 50+ public events
- Numerous tours & visits
- Reports, Case-Studies, Media
- 5 new partners
- Acquired \$5.2 million outside funds



Challenges



- 5½ years into 10 year project . . .
Transition from *Project Vision* to *Project Planning* to *Operational Execution*
 - For 78% of area, we are not JHA
 - Terrain
 - Critical wildlife habitat
 - Timber markets
 - Operator availability/viability
 - Information outreach
 - Personnel turnover
 - Unknowns
 - No road map

Challenges



- Funding Refinement – **Potential** Need
 - Where
 - Dry Lake Hills (II) - \$2.5 M
 - *Dependent upon bids received/awarded (fall) and contract performance (2018-2020)*
 - Mormon Mtn (III)- \$2.0 M
- How are we addressing?
 - 5 Year Commitment
 - CM/BT, Partners, Community members
 - Council workshops

Future



- How are we addressing?
 - Innovative approaches:
 - International round-wood export
 - ACE internal fund-raiser
 - NFF – NAFF discussions
 - Additional leverage funds
 - New monies/in-kind commitments
 - Refining approach w/USFS, talking to partners/community members

Future

- Bond fully spent/encumbered
Dec 2019
- July 2019 (FY20) critical



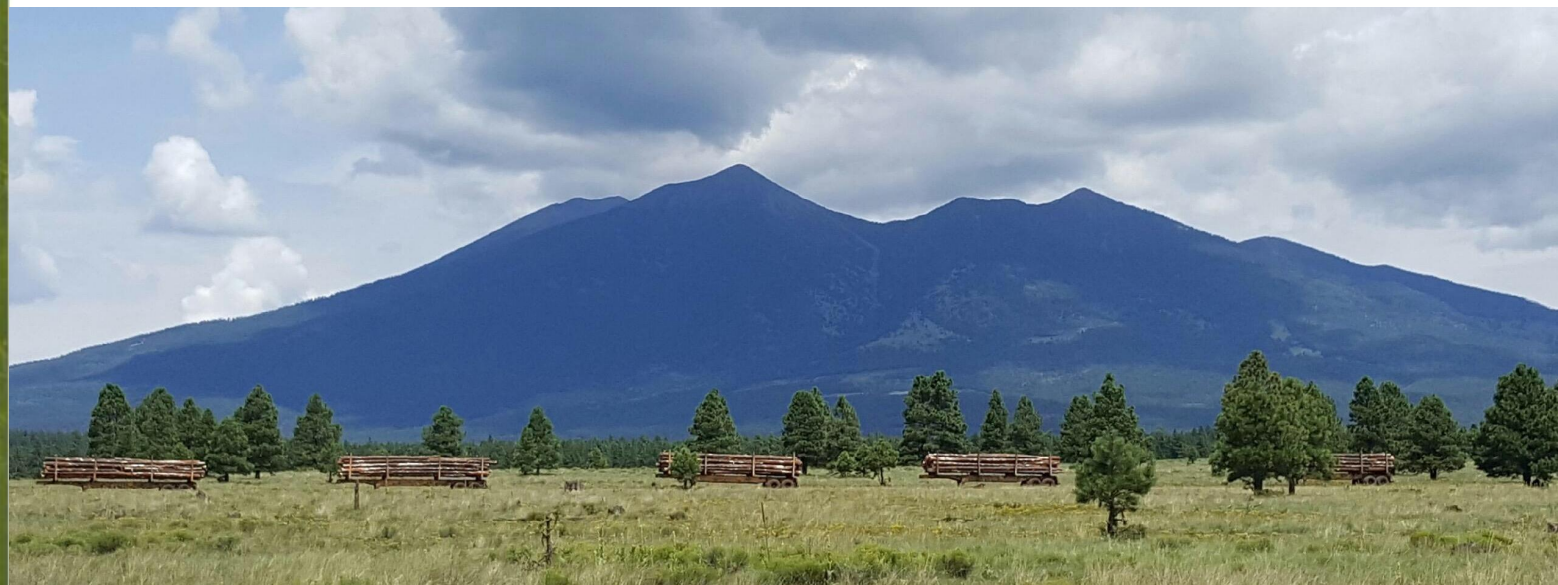
Wrap-Up



- Its about . . .
 - Exceptional danger,
 - Reducing risk,
 - Partnering with others,
 - Qualify of life,
 - Forests as integral part of our community and water system,
 - Investment in our future,
 - Recognition we can't wait for others to act

Questions?

www.flagstaffwatershedprotection.org



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Barbara Goodrich, Acting City Manager

Co-Submitter: Kevin Fincel, Rose Winkeler and Kim Musselman

Date: 05/17/2018

Meeting Date: 06/04/2018



TITLE:

Consideration and Possible Adoption of Resolution No. 2018-28: A resolution of the Flagstaff City Council approving an amended and restated Intergovernmental Agreement between Coconino County and the City of Flagstaff regarding the Flagstaff Metropolitan Planning Organization.

RECOMMENDED ACTION:

BY FLAGSTAFF CITY COUNCIL:

- 1) Read Resolution No. 2018-28 by title only
- 2) City Clerk reads Resolution No. 2018-28 by title only (if approved above)
- 3) Adopt Resolution No. 2018-28

BY COCONINO COUNTY BOARD OF SUPERVISORS:

Approve the Intergovernmental Agreement with the City of Flagstaff regarding the Flagstaff Metropolitan Planning Organization (FMPO); including forming the FMPO as a separate entity pursuant to A.R.S §11-952.

Executive Summary:

In 2017, the FMPO Board engaged in a strategic planning effort that resulted in a new mission and vision statement that identified a list of strategic objectives. In addition, the Board better clarified their authority to adopt personnel and financial policies. The adoption of the FMPO Amended and Restated IGA provides for that clarification and better allows the Board to make operational changes without having to amend the master IGA. In particular, under the Amended and Restated IGA, the FMPO will become a separate legal entity.

Financial Impact:

For FY2018, the City will receive \$37,487 from the FMPO as an indirect cost reimbursement. In FY2019, the indirect cost reimbursement is budgeted to be \$38,000. The indirect cost reimbursement is to account for the cost to the FMPO for general administrative, financial, and occupancy costs. Included (but not limited to) in this calculation is space, maintenance, utilities, legal, human resources, information technology, payroll, accounts payable, accounts receivable, grant billing, procurement, budgeting, and auditing. The IGA under consideration clarifies that FMPO staff may procure these services from either the public or private sector and that the City will continue providing these services until different arrangements are made or June 30, 2021, whichever is sooner. Should the FMPO choose to relocate and have these services provided differently, the City will allocate costs to the FMPO on a prorated basis dependent on the length of time the FMPO is housed in City Hall.

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

Provide a well-managed transportation system

REGIONAL PLAN:

T.1.Improve mobility and access throughout the region

T.2 Improve transportation safety and efficiency for all modes

Previous Council Decision on This:

On May 2, 1996, the City of Flagstaff adopted a resolution authorizing the creation of a Metropolitan Planning Organization.

On September 12, 1996, the City of Flagstaff, Coconino County, and the State of Arizona Department of Transportation (ADOT) entered into an IGA regarding the designation of the FMPO. The FMPO serves this role for the Flagstaff region, thereby ensuring our region remains eligible for federal transportation funding.

On October 7, 2005, the City of Flagstaff and Coconino County entered into an IGA that clarified their FMPO responsibilities, removed ADOT at the request of ADOT, and superseded the 1996 IGA.

On January 9, 2012, Coconino County and the City of Flagstaff entered into an IGA that extended the term of the 2005 IGA and further clarified the nature of their FMPO responsibilities.

Options and Alternatives:

Adopt the FMPO Amended and Restated IGA between the City of Flagstaff and Coconino County

Amend the FMPO Amended and Restated IGA between the City of Flagstaff and Coconino County and adopt with amendments

Do not adopt the FMPO Amended and Restated IGA between the City of Flagstaff and Coconino County

Background/History:

In January 2017, the FMPO Executive Board ("Board") began the discussion of how to make the FMPO a stronger and more flexible/nimble organization that could make more of a difference in transportation funding and planning. To that end, it has engaged in a strategic planning effort, which resulted in a new mission and vision statement that identifies a list of strategic directives.

One of the strategic directives is to strengthen FMPO Board leadership by evaluating and revising, if necessary, the FMPO governing documents to clarify/establish the Board's authority to adopt personnel and financial policies. The Board appointed a task force to review the FMPO's governing documents in the context of the Board's objectives. The task force did extensive due diligence and a thorough legal review of the structure of the existing FMPO IGA and ultimately recommended that the FMPO Board consider adopting an amended and restated IGA between City of Flagstaff and Coconino County. At its April 26, 2018 meeting, the Board unanimously approved the amended and restated IGA, which is attached to this report.

Key Considerations:

The existing IGA is:

- Is ambiguous on the Board's authority to hire and supervise the FMPO Executive Director;
- Couples the administrative and financial service agreements with the FMPO's basic authority and responsibilities; and
- States specifically that the City and County are not creating a separate entity.

The amended and restated IGA:

- Clarifies the FMPO's authority and responsibilities; and
- Simplifies and shortens the existing IGA by authorizing the Board to:
 - Hire, set compensation for, and conduct the annual review of the FMPO Executive Director;
 - Contract separately for FMPO administrative and financial services from entities both public and private; and
 - Removes the Northern Arizona Intergovernmental Public Transportation Authority from voting status on the FMPO Executive Board.
- Establishes the FMPO as a separate legal entity.

Expanded Financial Considerations:

No additional considerations.

Community Benefits and Considerations:

The most important benefit of the proposed changes to the existing IGA is that it separates the operations/services from the master IGA. This will give the Board the ability to make operational changes as appropriate without having to amend the master IGA between the City of Flagstaff and Coconino County, which will likely result in the FMPO becoming a more agile organization that is better equipped to respond to organizational needs as they arise.

Community Involvement:

Inform

Attachments: Res. 2018-28
 IGA.Amended

RESOLUTION NO. 2018-28

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
COCONINO COUNTY AND THE CITY OF FLAGSTAFF REGARDING THE
FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

RECITALS:

WHEREAS, on January 9, 2012, Coconino County (the "County") and the City of Flagstaff (the "City") entered into an intergovernmental agreement (the "2012 IGA") that outlined the nature of each Party's responsibilities regarding the Flagstaff Metropolitan Planning Organization (FMPO);

WHEREAS, the County and the City seek to amend the 2012 IGA to clarify the authority of the FMPO with respect to managing staff and contracting for services;

WHEREAS, the County and the City are empowered by Arizona Revised Statutes §§ 11-952 to enter into the proposed Amended and Restated Intergovernmental Agreement;

WHEREAS, the City Council has read and considered the staff summary report and proposed Amended and Restated Intergovernmental Agreement attached thereto, and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS
FOLLOWS:**

That the Amended and Restated Intergovernmental Agreement between the County and the City be hereby accepted and approved, and the Mayor be authorized and directed to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of June, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
REGARDING
THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

**Between
City of Flagstaff
and
Coconino County**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2018 (the "Effective Date"), among the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona and Coconino County (the "County"), a political subdivision of the State of Arizona, with offices at 219 E. Cherry Avenue, Flagstaff, Arizona. The City and the County may each be referred to in this Agreement individually as a Party, and collectively as the Parties.

RECITALS

A. The City authorized the establishment of a Metropolitan Planning Organization (the "FMPO") by Resolution 2070, adopted May 21, 1996.

B. The County authorized the establishment of an FMPO by Resolution 96-32, adopted May 20, 1996.

C. Under 23 C.F.R. § 450.104, a Metropolitan Planning Organization is a federal designation for "the policy board of an organization created and designated to carry out the metropolitan transportation planning process."

D. On or about June 24, 1996, Fife Symington, then Governor of the State of Arizona, in accordance with 23 CFR § 450.306, designated the FMPO as the Metropolitan Planning Organization for the Flagstaff Urbanized Area.

D. The City, the County and the State entered into an intergovernmental agreement regarding the designation of the Flagstaff Metropolitan Planning Organization (FMPO) on September 12, 1996 (the "1996 IGA").

E. On October 7, 2005, the County and the City entered into an intergovernmental agreement (the "2005 IGA") that sought to clarify the nature of each Party's FMPO responsibilities, removed ADOT from the IGA at ADOT's request, and superseded the 1996 IGA.

F. On January 9, 2012, the County and the City entered into an intergovernmental agreement (the "2012 IGA") that extended and further clarified the nature of each Party's responsibilities with regard to the FMPO.

G. The County and the City desire to establish the FMPO as a separate legal entity pursuant to Arizona Revised Statutes § 11-952 that will have the common powers specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to carry out metropolitan transportation planning for the FMPO planning area, and such other functions as may be determined by the FMPO Executive Board (the "Executive Board") that are within the FMPO's authority and consistent with its designation as an MPO. The FMPO planning area is described in the attached Exhibit A, the boundaries of which are unchanged by this Agreement. The Executive Board will serve as the policy-making body for cooperative decision-making regarding the use of federal transportation funds and other transportation related policies. In addition to this Agreement, the FMPO Board will adopt Operating Procedures. FMPO responsibilities include:

- 1.1 Determining the metropolitan planning area boundary subject to approval of the Governor;
- 1.2 Carrying out its federal and state required regional transportation planning processes, including corridor and sub-area studies, in cooperation with the State and transit operators;
- 1.3 Developing the metropolitan transportation plan and transportation improvement program (TIP) in coordination with other providers of transportation such as regional airports, rail and truck companies, and the unified planning work program (UPWP) in cooperation with the State and transit operators;
- 1.4 Approving the metropolitan transportation plan, updates, the TIP, and amendments;
- 1.5 Assisting in the development of a cooperative process to initiate and perform each major investment study involving the State, transit operators, environmental interests, resource and permitting agencies, and appropriate federal agencies;
- 1.6 Satisfying such other requirements or mandates from the state or federal government; and
- 1.7 Leveraging resources, identifying projects, and working to secure funding in collaboration with member agencies and other partners.

2. Duration and Termination of Agreement

Upon execution by the Parties, all previous agreements and understandings between the City and the County regarding the FMPO will cease to be effective. This Agreement will remain effective for five (5) years from the Effective Date. This Agreement shall renew automatically, subject to the appropriation of funds by the Parties or the federal or state government for MPO purposes, for one (1) additional five (5) year period. A Party may terminate this Agreement upon at least sixty days prior written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement. Upon termination of this Agreement, property of the FMPO will be apportioned to the Parties by the Executive Board.

3. Form and Common Powers of the FMPO

3.1 The FMPO will be a separate legal entity formed pursuant to A.R.S. § 11-952. More specifically, the FMPO will be a domestic nonprofit corporation organized pursuant to Title 10, Chapter 25 of the Arizona Revised Statutes.

3.2 The FMPO will be governed by an Executive Board that will consist of the following voting members:

- Three (3) members of the Flagstaff City Council
- Two (2) members of the Coconino County Board of Supervisors
- One (1) representative from the Arizona Department of Transportation

3.3 As a separate legal entity formed pursuant to A.R.S. § 11-952, the FMPO, subject to existing applicable law, may:

- a. Make and enter into contracts, including contracts, leases or other transactions with one or more of the parties to the agreement forming the separate legal entity.
- b. Employ agents and employees.
- c. Acquire, hold or dispose of property.
- d. Acquire, construct, manage, maintain and operate buildings, works, infrastructure and improvements.
- e. Incur debts, liabilities and obligations.
- f. Sue and be sued.

4. Administrative and Financial Responsibilities

4.1 The Parties agree that the FMPO will procure administrative and financial services (collectively “Services”) as required to meet its legal and regulatory responsibilities in a manner that best serves the needs of the FMPO as determined by the FMPO Executive Board, and include, but are not limited to:

4.1.1 Administrative services including human resources, personnel policies, legal services, information technology, office space, payroll processing, and other services needed to carry out the business of the FMPO.

4.1.2 Fiscal services including procurement, grant acceptance, auditing, budgeting, and budget adoption.

4.2 Services may be provided by FMPO staff, procured from the public or private sector, or from a Party that is interested in providing the services, and will be memorialized in a separate IGA or contract.

4.3 The City of Flagstaff will continue to provide Services to the FMPO until the FMPO makes different arrangements or until June 30, 2021, whichever is sooner.

5. Executive Leadership and Staffing

5.1. The FMPO is led by an Executive Director, who is hired by the Executive Board, which sets the compensation and conducts an annual review of the Executive Director.

5.2 The Executive Director hires and supervises FMPO staff.

5.3 The FMPO Board may request that the Executive Director be hired as a City of Flagstaff employee for FMPO purposes if hired during transition period, enter into a contract with the Executive Director, or employ the Executive Director as an employee of the FMPO, selecting the method that best meets the needs of the FMPO.

6. Funding and Reimbursement

For FMPO annual operating support, including grant-related match requirements and non-federal aid eligible expenses, the Parties will make an annual contribution to the FMPO to be determined through the Parties' respective annual budget processes.

For FMPO projects, the Parties will provide the local match to be determined on a project-by-project basis. Factors to be considered to determine which Party will be responsible for the amount and type of match include: (i) grant requirements; (ii) jurisdictional location or authority of a project (e.g., within the City limits, state highway); and (iii) funding allocated through the annual budget process.

7. Federal and State Funding

On FMPO projects, the Parties and the FMPO agree to follow all applicable provisions of federal or state law pertaining to procurement and accounting procedures with regard to the acceptance of federal or state funding.

8. Liability and Indemnification

8.1 Force Majeure. A Party shall not be liable for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the Party that fails to perform, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of said Party.

8.2 Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9. Dispute Resolution

9.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable Party is unwilling to join the mediation.

9.2 Legal Action. This mediation provision is not intended to constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

9.3 Litigation and Attorney's Fees. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

10. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the Party to be notified, or to such other address notice of which is given:

If to City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the County:
County Manager
Coconino County
219 E. Cherry Avenue
Flagstaff, Arizona 86001

11. General Provisions

11.1 Authorization to Contract. Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

11.2 Integration; Modification. Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

11.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City or the County may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

11.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a Party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

11.5 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material

breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other or any subconsultant who works on this IGA to ensure compliance with this warranty.

11.5.1 A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants, to ensure compliance with this warranty.

11.5.2 A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

11.5.3 The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section 10.5, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility, or improvement to real property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff

Coconino County

Coral Evans, Mayor

Matt Ryan, Chairman
Board of Supervisors

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

County Attorney